Exhibit 29 (PART 1 OF 2)

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK	
TRIADOU SPV S.A., Plaintiff,	Index No. 653462/14 AFFIDAVIT OF JOSEPH CHETRIT IN SUPPORT OF
-against-	DEFENDANTS' ORDER TO SHOW CAUSE
CF 135 FLAT LLC, CF 135 WEST MEMBER LLC and THE CHETRIT GROUP LLC,	
Defendants.	
STATE OF NEW YORK) ss.:	

JOSEPH CHETRIT, being duly sworn, deposes and says:

- 1. I am a member of The Chetrit Group LLC ("The Chetrit Group"), a defendant herein, and as such am fully familiar with the facts of this action.
- 2. I submit this affirmation in support of the motion by Defendants, by order to show cause submitted herewith, for an Order, *inter alia*, modifying this Court's existing order, dated February 2, 2016, and extending to May 10, 2016 the deadline by which Defendants may obtain a stay of these proceedings by depositing the sum of \$21 million with this Court.
- 3. As part of Defendants' prior July 7, 2015 motion, submitted by order to show cause, seeking a stay of this action (the "Prior Motion"), Defendants offered, if required by the Court as a condition of obtaining a stay, to make a deposit into this Court to secure plaintiff Triadou SPV S.A.'s ("Plaintiff") existing judgments. I understand that this Court's February 2, 2016 decision and order granting that motion requires Defendants to deposit \$21 million with the Court by March 7, 2016 in order to obtain a stay. That deadline was extended for 48 hours by

Order of this Court, dated March 8, 2016. However, due to unexpected circumstances, Defendants require a 60-day extension of the Court's current deposit deadline, from March 10, 2016 to May 10, 2016.

- 4. The reason that such extension is warranted is that Defendants' offer in the Prior Motion to make a deposit into Court was premised on the anticipated sale of condominium units at the Flathotel, located at 135 W. 52nd St, New York, New York. Defendant CF 135 West Member LLC ("CF West") holds a 75% interest in the Flatotel. However, to date, sales of condominium units at the Flatotel have failed to generate enough funds to cover the required deposit. As a result, Defendants will not be able to make the \$21 million deposit by the current March 10, 2016 deadline.
- 5. To date, the net sum of total sales from Flatotel condominium units is \$179,643,359.00. (see copies of all condominium closing statements to date, "Exhibit A," and a summary of the dates and net proceeds of those closings, "Exhibit B.") However, none of the proceeds of these prior sales are still available to Defendants, as such funds were used to pay down the project's construction loan from Deutsche Bank.
- 6. Indeed, to date, Defendants have yet to realize *any* post-expense income from the Flatotel project. This is because before the Flatotel can generate such income, the Deutsche Bank loan must be repaid in full. As of March 9, 2016, the outstanding balance on the Deutsche Bank loan was approximately \$49,909,562.00, calculated as such:

Loan Balance as of 3/1/16:	\$94,353,279.00
Allocations to be applied to Loan Balance as of 3/1/16:	- \$11,971,760.00
Payments to lender lockbox which have not yet been applied;	- \$32,471,950.00
Loan Balance as of 3/9/16:	= \$49,909,562.00

(see a copy of the loan servicer's March 1, 2016 statement, "Exhibit C," and the Chetrit Group's accounting statement, dated March 1, 2016, reflecting lockbox repayments which have not yet been credited against the loan, "Exhibit D.")

- 7. Additionally, the Flatotel's current "balance to finish" the total expected cost of future development work at the Flatotel plus expected contingency payments, is \$17,000.000. (see a copy of the Flatotel's recent loan requisition reflecting a balance to finish of \$11,415,512.85, "Exhibit E," and The Chetrit Group's accounting statement, generated March 8, 2016, reflecting an additional expected contingency of \$5,518,487.75, "Exhibit F.") That \$17,000,000.00 sum is an additional expense which, like the loan repayment, must be paid out of the proceeds of future closings before any profits are realized.
- 8. There are twenty-two existing contracts of sale for Flatotel condominiums that are scheduled to close within the next 60 days. The total expected gross value of these closings is \$91,865,000.00. (see copies of the Flatotel's contracts of sale, "Exhibit G," and a summary of the expected dates and values of future closings, "Exhibit H.") After deducting fees and commissions estimated at 6%-8%, the expected net value of these closing is \$85,434,450.00
- 9. Accordingly, after the outstanding loan balance is satisfied and the expected development costs and contingencies are repaid, the twenty-two closings which are to take place over the next 60 days are expected to generate post-expense income of \$18,524,888.00 (\$85,434,450.00 in closing proceeds, less \$49,909,562.00 payable for the loan, less \$17,000,000.00 payable for development work and contingencies = \$18,524,888.00). As CF West holds a 75% interest in the Flatotel, 75% of that income will be accessible to Defendants. Therefore, after 60 days, Defendants should have available at least \$13,893,666.00.

- 10. Additionally, there are twenty-two unsold condominium units at the Flatotel worth a total of \$148,732,000.00 (see a list of unsold condominium units and their offering prices, "Exhibit Γ") Defendants expect that many, if not most, of these units will soon be purchased, and that some purchases may be settled before May 10, 2016. However, even if sufficient additional units are not sold over the next few weeks, Defendants will still have \$21 million in hand by May 10, 2016. Either I, Joseph Chetrit, will purchase as many condominium units as are necessary to insure that Defendants have \$21 million by May 10, 2016, or else Defendants will borrow against the unsold units to obtain any additional funds necessary for the deposit.
- 11. Accordingly, there is every reason to trust that Defendants will have \$21 million on May 10, 2016. If no additional units sell between now and May 10, 2016 which is very unlikely Defendants should still have almost \$14 million in hand on May 10, 2016 based on existing contacts of sale; Defendants fully expect to sell additional units over the new few weeks; and if no additional units are sold, the remaining \$7 million or so required for the deposit (above and beyond the almost \$14 million coming from scheduled closings) will be financed through my purchase of condominium units or through Defendants' secured borrowing.
- 12. Furthermore, because nearly all the proceeds from prior condominium sales were used to pay down the Deutsche Bank loans, Defendants do not have any money now. Neither CF 135 Flat LLC nor CF 135 has a bank account or any liquid assets. The Chetrit Group's most recent available bank statements, from August 2015 through January 2016, demonstrate that The Chetrit Group had a negative account balance for most of that period. (*see* copies of The Cheterit Group's bank statements from 8/15-1/16, "Exhibit J")

- 13. As Defendants have no available funds with which to make a deposit, but should be expected to have \$21 million in hand by May 10, 2016, an extension of the deposit deadline is appropriate. If the Court does not extend the deposit deadline, Plaintiff may immediately act to enforce its judgments. That would put defendants at risk of irreparable harm, for two reasons.
- 14. First, the City of Almaty, Kazakhstan ("Almaty") has alleged in a related Federal interpleader action involving defendants, Plaintiff, and Almaty that Plaintiff, a Luxembourg entity, is part of a sophisticated international crime syndicate which stole more than \$300 million from municipalities and banks located in Kazakhstan and laundered those stolen funds thorough European shell companies. On that basis, Almaty contends that it, not Plaintiff, should be paid by defendants. (see a copy of Almaty's notice of removal of Defendants' related interpleader action, "Exhibit K") If these allegations are proven true, and the Federal court rules that Almaty, rather than Plaintiff, should be paid by Defendants, any funds paid to Triadou in this action will have to be returned to defendants. By that time, however, defendants' funds will likely be unrecoverable, as Triadou will have transferred such funds outside the United States or taken steps to conceal their whereabouts.
- 15. Second, if Almaty acts to enforce its judgments before a deposit can be made, many current and prospective buyers of Flatotel condominiums may terminate their purchases, resulting in the failure of the entire Flatotel real estate condominium project. Defendants, and everyone else with an interest in the Flatotel including various non-parties would be irreparably harmed. There is no reason that the entire Flatotel project should be put at risk simply because defendants need a few more weeks to make the deposit.
- 16. To prove that the entire project may fail if an extension is not granted, I asked the attorney overseeing the Flatotel condominium offering and the real estate broker marketing the

condominiums to prepare letters attesting to the risk of irreparable harm. Regrettably, those documents could not be prepared in time for the expeditious filing of this motion. However, the condominium attorney advises that if Plaintiff is permitted to seize Defendants' interest in the Flatotel, the condominium offering plan may have to be redrafted and resubmitted to the New York Attorney General for review, which could hold up the project for several months or longer. The real estate broker advises that in this competitive condominium market, the enforcement of judgments against the Flatotel's current owners may create a cloud of uncertainty over the entire project which could deter prospective and future buyers. If the condominium attorney and broker are correct — and I believe they both are — then Plaintiff's enforcement of its judgments would put the financial viability of the entire Flatotel project at risk.

- 17. Conversely, Plaintiff will suffer little prejudice if this motion is granted. At worse, Plaintiff will have to wait a few more weeks for the deposit to be made. Even without a deposit having been made, Plaintiff's judgments are fully secured by CF 135's interest in the Flatotel, which by even the most conservative estimates is worth at least \$21 million.
- 18. Alternatively, should the Court decline to extend the deposit deadline in each of Plaintiff's four related actions against Defendants, the Court should at the very least extend the deadline in the two actions in which judgments have already been entered (this action, and Index No. 650239/2015). As discussed, based on existing contracts of sale, Defendants should have \$14 million in hand by May 10, 2016. The sum of the two judgments entered against Defendants in \$10.5 million. Thus, even if the Court doubts that additional condominiums will be sold before May 10, 2016 or that Defendants will borrow additions sums, the Court should nonetheless stay the enforcement of Plaintiff's existing judgments based on existing sale contacts exceeding the value of those judgments.

WHEREFORE, and for the reasons set forth in the accompanying affirmation of David Salhanick, Esq., it is respectfully requested that the Court issue an Order (i) pursuant to CPLR 5015(a)(2) and CPLR 2201, modifying this Court's existing order, dated February 2, 2016, and extending to May 10, 2016 the deadline by which defendants may obtain a stay of these proceedings by depositing of the sum of \$21 million with this Court, and (ii) pursuant to CPLR 6301, temporarily staying all proceedings in this action until the earlier of (i) service of a decision on this motion with notice of entry, or (ii) defendants' deposit of \$21 million with the

Court

JOSEPH CHETRI

Sworn to before me on this / Ø day of March, 2016

JEHOSHUA GRAFF Notary Public, State of New York No. 02GR4518172 Qualified in Nassau County Commission Expires February 28, 2019

EXHIBIT A

CHECK LIST	Date: 11/20/2015 urchaser(s) Ricused & Min func Kin
_	urchaser(s) Received to min junto Rin
PURCHASE PRICE: 1,915, 000, DO)
Checks to Deutsche Bank AG New York B	ranch, as agent:
•	1. 1, 274, 242. 87;
	V 2. 353,507. /3 ;
	3;
	4;
TOTAL	1 1627, 750.00
Check to 135 West 52 nd Street Owners LLC	
Adjustments	1. 10,476.63
	· ~
Checks to 135 West 52 nd Street Condominion	ım
Capital Contribution	1. 1,640.62
Next Month Common Charges	2
Check to Rosen Livingston & Cholst	1. 12,000.00
	107 050 00
Down Payment:	187, 250.00
Down Payment with Interest	288,361.40
	1 00 705 00
Check # <u>66/0</u> to DE	1. ✓ 28, 725. 00
Check # 6607 to Co-broker Haisrea	of. \$ 57,450.00 (copy)
PROPERTY	
Check # 6608 to TITLE TRAK about	or / 1
Title Company recording fee	1. V 600.00 (cgpy)
Check# to	V
Title Company transfer taxes	1
* *	
Check # 6609 to purchaser RICH and K	(m. V1,111.40 (copy)
Interest on Down Payment	
Balance of Down Paymentwire	1. <i>800,475.00</i>
TOTAL w/Balance of Down Payment:	1,828,225.00

135 West 52nd Street, Unit #9C Purchaser(s): Steve Zhang

Closed On: Dec 1, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s	s)	1,309,000.00
Balance of Down Payment - Wire		# 153,400,00
TOTAL		\$1,462,400.00
CHECKS to Deutsche Bank AG New York	Branc	h, as agent:
	1.	\$ 1,000,000.00
	2.	# 100,000. 0 0
	3.	4 140,000.00
	4.	\$ 69,000.00
Balance of Purchase Price – Check	(s)	\$1,309,000.00
Check to 135 West 52 nd Street Owners LLC	C:	
Adjustments	1.	\$525.06
Checks to 135 West 52 nd Street Condominio	um:	
Capital Contribution	1.	\$1,295.22
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,000.00

135 West 52nd Street, Unit #9D Purchaser(s): Hong Yuan Zhang Closed On: Nov 18, 2015

Checks to Deutsche Dank AG New York I	orancn,	, as agent:
Balance of Purchase Price	1.	\$1,247,400.00
	2.	# 78,600.00
TOTAL		\$ 1,326,000.00
Check to 135 West 52 nd Street Owners LL	С	
Adjustments	1.	\$ 724.87
	2.	
Checks to 135 West 52 nd Street Condomini	um	
Capital Contribution	1.	\$1,295,22
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst	1.	\$ 2,000,00
Down Payment:		# 234,000.00
Down Payment with Interest:		<u>\$ 234, 836.19</u>
Check #6583 to Douglas Elliman	1.	\$23,400.00
Check # <u>6584</u> to Co-broker <u>Douglas Elliman</u>	1.	\$46,800.00
Check # <u>6585</u> to Title Company VP Abstract Services	1.	#600.00
Check #6586 to Purchaser Hong Yuan Zhang	1.	# 836, 19
Balance of Down Payment: Wire to Deutsche Bank		#163,200.00

^{*} Enclosed: copy of checks, Unit Deed, Window Guard Notice, FIRPTA Affidavit, 1099 Form, and Unit Power of Attorney.

135 West 52nd Street, Unit #9E Purchaser(s): Yuan Yang Closed On: Dec 15, 2015

Funds Disbursed To Deutsche Bank:	
Balance of Purchase Price - Check(s)	* 1,653,250.00
Balance of Down Payment - Wire	\$ 193,900.00
TOTAL	\$1,847,150.00
CHECKS to Deutsche Bank AG New York Bran	nch, as agent:
1.	\$1,653,250.00
Balance of Purchase Price – Check(s)	\$1,453,250.00
Check to 135 West 52 nd Street Owners LLC:	
Adjustments 1.	#480.85
Checks to 135 West 52 nd Street Condominium:	
Capital Contribution 1.	#1,640.62
Next Month Common Charges [50%] 2.	# 410.16
Check to Rosen Livingston & Cholst LLP: 1.	\$ 2,000.00
ESCROW ACCOUNT	
Down Payment:	#291,750.00
Down Payment with Interest:	#291,750.00 #292,850.32

135 West 52nd Street, Unit #9F Purchaser(s): Amy Wen Xu & Gang Xu

Closed On: Nov 16, 2015

Checks to Deutsche Bank AG New York	Branch	, as agent:	
Balance of Purchase Price	1.	\$1,286,090.73	_
	2.	\$260,913.99	
TOTAL		\$1,547,004.72	* paid
Check to 135 West 52 nd Street Owners LL	C		extra
Adjustments	1.	# 964.06	
Checks to 135 West 52 nd Street Condomin	iium		
Capital Contribution	1.	¥1,554.26	
Next Month Common Charges	2.		-
Check to Rosen Livingston & Cholst	1.	\$ 2,000.00	
Down Payment:		\$ 273,000.00	_
Down Payment with Interest:		\$ 274,016.09	_
Check # <u>6571</u> to Douglas Elliman	1.	27 ,300.00	_
Check # <u>6572</u> to Co-broker Pouglas Elliman	1.	\$ 54,600.00	_
Check #6570 to Title Company Partners Abstract Corp.	1.	\$ 600.00	_
Check # <u>6573</u> to Seller's attorney Rosen Livingston & Cholst	1.	\$ 20,000.00	_
Check # 6574 to Purchaser Gang Xu	1.	1,020.81	k paid back — extra #4.72
Balance of Down Payment: Wire to Deutsche Bank		#170,495.28	

^{*} Enclosed: copy of checks, Unit Deed, Window Guard Notice, FIRPTA Affidavit, 1099 Form, and Unit Power of Attorney.

135 West 52nd Street, Unit #10A Purchaser(s): Vinay Viralam Closed On: Jan 28, 2016

Balance of Purchase Price – Check(s) Balance of Down Payment – Wire TOTAL CHECKS to Deutsche Bank AG New York Branch, as agent: 1. \$1,000,000.00 2. \$603.39 3. \$563.396.61 Balance of Purchase Price – Check(s) Check to 135 West 52nd Street Owner LLC: Adjustments 1. \$9,013.99 Checks to 135 West 52nd Street Owner LLC: Capital Contribution Next Month Common Charges 2. Check to Rosen Livingston & Cholst LLP: Down Payment: \$270,000.00 \$271,182.13	Funds Disbursed To Deutsche Bank:		
Balance of Down Payment - Wire TOTAL \$\frac{1}{224,400,00}\$ \$\frac{1}{31,793,400,00}\$ CHECKS to Deutsche Bank AG New York Branch, as agent: 1. \$\frac{1}{3},000,000.00\$ 2. \$\frac{1}{3}C03.39\$ 3. \$\frac{1}{5}C3,396.61\$ Balance of Purchase Price - Check(s) Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$\frac{1}{9},013.99\$ Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$\frac{1}{9},013.99\$ Check to Rosen Livingston & Cholst LLP: 1. \$\frac{1}{2},000.00\$ ESCROW ACCOUNT	Balance of Purchase Price - Check((s)	<u>\$1,564,000.00</u>
CHECKS to Deutsche Bank AG New York Branch, as agent: 1. \$\\$1,000,000.00\$ 2. \$\\$603.39\$ 3. \$\\$563.396.61\$ Balance of Purchase Price - Check(s) \$\\$1,564,000.00\$ Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$\\$9,013.99\$ Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$\\$1,577.02\$ Next Month Common Charges 2. \$\\$2,000.00\$ ESCROW ACCOUNT	Balance of Down Payment - Wire		
1. \$1,000,000.00 2. \$603.39 3. \$563,396.61 Balance of Purchase Price - Check(s) \$1,564,000.00 Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$9,013.99 Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$1,577.02 Next Month Common Charges 2. —— Check to Rosen Livingston & Cholst LLP: 1. \$2,000.00	TOTAL		
1. \$1,000,000.00 2. \$603.39 3. \$563,396.61 Balance of Purchase Price - Check(s) \$1,564,000.00 Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$9,013.99 Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$1,577.02 Next Month Common Charges 2. —— Check to Rosen Livingston & Cholst LLP: 1. \$2,000.00	CHECKS to Deutsche Bank AG New York	k Branc	ch, as agent:
2. \$\\$603.39\$ 3. \$\\$563.396.61\$ Balance of Purchase Price - Check(s) \$\\$1,564,000.00\$ Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$\\$9,013.99\$ Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$\\$1,577.02\$ Next Month Common Charges 2. \$\\$2,000.00\$ ESCROW ACCOUNT			-
Balance of Purchase Price - Check(s) Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$\\$4,013.49\$ Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$\\$1,577.02\$ Next Month Common Charges 2. Check to Rosen Livingston & Cholst LLP: ESCROW ACCOUNT		2.	
Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$9,013.99 Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$1,577.02 Next Month Common Charges 2. Check to Rosen Livingston & Cholst LLP: ESCROW ACCOUNT		3.	# 563,396.61
Adjustments 1. \$\frac{\pma_{0.13.99}}{9,013.99}\$ Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$\frac{\pma_{1,577.02}}{1,577.02}\$ Next Month Common Charges 2 Check to Rosen Livingston & Cholst LLP: ESCROW ACCOUNT	Balance of Purchase Price – Check(s)		#1,564,000.00
Checks to 135 West 52 nd Street Owner LLC: Capital Contribution Next Month Common Charges Check to Rosen Livingston & Cholst LLP: ESCROW ACCOUNT	Check to 135 West 52 nd Street Owner LLC	:	
Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. #1,577.02 Next Month Common Charges 2. —— Check to Rosen Livingston & Cholst LLP: 1. #2,000.00 ESCROW ACCOUNT	Adjustments	1.	\$9,013.99
Next Month Common Charges 2 Check to Rosen Livingston & Cholst LLP: 1. # 2,000.00 ESCROW ACCOUNT	Checks to 135 West 52 nd Street Owner LLC	: :	
Check to Rosen Livingston & Cholst LLP: 1. \$2,000.00	Capital Contribution	1.	#1,577.02
ESCROW ACCOUNT	Next Month Common Charges	2.	
	Check to Rosen Livingston & Cholst LLP:	1.	# 2,000.00
Down Payment: Bown Payment with Interest: # 276,000.00	ESCROW ACCOUNT		
Down Payment with Interest:	Down Payment:		\$ 276,000.00
	Down Payment with Interest:		#277,182.13

1

11/19/2015

CHECK	<u>CLIST</u>
135 West 52nd Street, Unit 10B I	Purchaser(s) REZNIKOV, ELENA
PURCHOSE PRICE: \$2,000,	000.00
Checks to Deutsche Bank AG New York B	
•	1. 181,801.18 ;
•	2. 1,518, 198.82 ;
	3;
	4;
TOTAL	1,700,000.00
	•
Check to 135 West 52 nd Street Owners LLO	
Adjustments	1. 10, 733.63
	2
	3
Checks to 135 West 52 nd Street Condomini	um ///-7 00
Capital Contribution	1. 1,657.88
Next Month Common Charges	2
	V 1 200 00
Check to Rosen Livingston & Cholst	1. 1,000.00
.	200 000 00
Down Payment:	300,000.00
D D	301,074,50
Down Payment with Interest	
Check # 659 5 to DE	1 30 000 00 (cont
Check # WOOD to DE	1. 30,000.00 (copy)
Check # 6596 to Co-broker DE	1 55 000.00 (copy)
Check # 0000 to Co-blokel 110	(///
Check #6597 to CHESTER ABSTRA	res
Title Company recording fee	1. 600.00 (copy)
	1. 600.00 (copy) 2005 5,000.00 (copy)
CHECK# 10_10	5,000,00
Title Company transfer taxes	1
Check # 6598 to purchaser REZN/KW	1. 1,074.50 (copy)
Interest on Down Payment	(* //
	1100 00
Balance of Down Paymentwire	1. 209, 400.00
_	· · · · · · · · · · · · · · · · · · ·
TOTAL W/BALANCE OF DP	\$1,909,400.00
	1 1,000,000

135 West 52nd Street, Unit #10C Purchaser(s): Hsueh-Chen Liu & Kenny Chen

Closed On: Dec 29, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	\$1,338,750.00
Balance of Down Payment - Wire		\$156,900.00
TOTAL		#1,495,650.00
CHECKS to Deutsche Bank AG New York		
	1.	\$1,338,750.00
Balance of Purchase Price – Check	(s)	#1,338,750.00
Check to 135 West 52 nd Street Owners LLC	: :	
Adjustments	1.	# 94.70
Checks to 135 West 52 nd Street Condominio	ım:	·
Capital Contribution	1.	41,308.18
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	\$2,000.00
ESCROW ACCOUNT		
Down Payment:		#236, 250.00
Down Payment with Interest:		# 237,176.09

11/19/2015

135 West 52 nd Street, Unit Pr	LISI urchasar(s) Alak //C
135 West 52 nd Street, Unit 100 Processor of Processor o	20.00
Checks to Deutsche Bank AG New York Br	ranch, as agent:
Chooks to Doubble Dank 11G 116W 101k Di	1. 1, 338, 750.00 ;
	2.
	3,;
TOTAT	1 229 750 00
TOTAL	4; ;
Check to 135 West 52 nd Street Owners LLC	
Adjustments	1. 709.50
Trajusunono	2
	3.
Checks to 135 West 52 nd Street Condominiu	ım
Capital Contribution	1. 1,308.18
Next Month Common Charges	1. <i>1,308.18</i> 2.
Check to Rosen Livingston & Cholst	1. 2,000.00
•	
Down Payment:	236, 250.00
	49.6.00 - 9.0
Down Payment with Interest	136, 996.80
St. 1. 4/507	
Check # to DE	1. 31,500.00 (capy) 1. 47,250.00 (capy)
Ch. 1-4 (500 to Co. 1 - 1 - 1 - 0 5	1 42 960 00 (same)
Check # 6588 to Co-broker DE	1. 47, 230.00 (cupy)
Check #6589 to DE TITIE SVCs	
	1. 600.00 (copy)
Title Company recording fee	1. Oct. ac (cop)
Check# to	
Title Company transfer taxes	1.
THE Company variation taxes	1.
Check #6590 to purchaser Oyav UC	1. 746.80.00 (capy)
Interest on Down Payment	
minuted that the strain is my AAATAAY	
Balance of Down Paymentwire	1. 156,900.00
·	1. 156,900.00 \$1,495,650.00
TOTAL W/BALANCE OF DP	\$1,495,650.00

135 West 52nd Street, Unit #10E Purchaser(s): RJJ Holdings LLC Closed On: Nov 19, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	41,670,250.00
Balance of Down Payment -Wire		\$ 205,725.00
TOTAL		# 1,875,975.00
CHECKS to Deutsche Bank AG New York	k Bran	ch, as agent:
	1.	41,670,250.00
	2.	
Balance of Purchase Price – Check	k(s)	* 1,670,250.00
Check to 135 West 52 nd Street Owners LL	C:	
Adjustments	1.	# 1, 125.42
Checks to 135 West 52 nd Street Condomini	ium:	
Capital Contribution	1.	#1,657.88 * paid in cash
Next Month Common Charges	2.	Rosen Livingston & Cholst will issue check
Check to Rosen Livingston & Cholst LLP:	1.	# 2,000.00
ESCROW ACCOUNT		
Down Payment:		<u>* 294, 750.00</u>
Down Payment with Interest:		\$ 295,747.37

135 West 52nd Street, Unit #10F Purchaser(s): Wa Xu Sudderth Closed On: Dec 30, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check	(s)	#1,598,000.00
Balance of Down Payment - Wire		# 187,400.00
TOTAL		\$ 1,785,400.00
CHECKS to Deutsche Bank AG New Yor	k Bran	
	1.	#900,000.00
	2.	\$499,000.00
	3.	\$100,000.00
	4.	\$99,000,00
Balance of Purchase Price – Check	(s)	# 1598,000,00
Check to 135 West 52 nd Street Owner LLC	C:	
Adjustments	1.	# 101.22
Checks to 135 West 52 nd Street Owner LL	c :	
Capital Contribution	1.	#1,571.54
3ª Quanten Keal Estate Taxes	2.	8 1,768.60
Check to Rosen Livingston & Cholst LLP:	1.	\$2,000.00
ESCROW ACCOUNT		
Down Payment:		\$ 282,000.00
Down Payment with Interest:		# 283,098.45
1		

135 West 52nd Street, Unit #11A Purchaser(s): Kathy Chang

Closed On: Dec 2, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	\$1,615,000.00
Balance of Down Payment - Wire		\$ 189,400.00
TOTAL		\$ 1,804,400.00
CHECKS to Deutsche Bank AG New York	k Branc	ch, as agent:
	1.	#1,615,000.00
	2.	
Balance of Purchase Price – Checl	k(s)	\$1,615,000.00
Check to 135 West 52 nd Street Owners LLo	C:	
Adjustments	1.	\$ 650.30
Checks to 135 West 52 nd Street Condomini	ium:	
Capital Contribution	1.	# 1,588.80
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	# 2,000.00
ESCROW ACCOUNT		
Down Payment:		\$285,000.00
Down Payment with Interest:		# 285,797.56

135 West 52nd Street, Unit #11B Purchaser(s): Kirill Istomin & Nataliya Istomina

Closed On: Nov 20, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s	s)	\$1,717,000.00
Balance of Down Payment - Wire		# 201,400.00
TOTAL		#1,918,400.00
CHECKS to Deutsche Bank AG New York	Branch	, as agent:
	1.	#1,350,000.00
	2.	#350,000.00
	3.	\$ 17,000.00
Balance of Purchase Price - Check	(s)	1,717,000.00
Check to 135 West 52 nd Street Owners LLC	2:	
Adjustments	1.	\$979.14
Checks to 135 West 52nd Street Condominiu	ım:	
Capital Contribution	1.	# 1,675.16
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,000.00
ESCROW ACCOUNT		
Down Payment:	_	\$303,000.00
Down Payment with Interest:		#303,000.00 #304,037.78

135 West 52nd Street, Unit #11C Purchaser(s): Chao Fang

Closed On: Mar 4, 2016

#1,351,500.00
\$ 158,400,00
\$1,509,900.00
1, as agent:
\$403,612.52
\$1,351,500.00
\$29,501.76
,
#1,325.74
\$ 662.87
\$2,600.00
238,500.00
239, 366.04

135 West 52nd Street, Unit #11D Purchaser(s): Arthur Tu

Closed On: Nov 24, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	\$ 1,317,500.00
Balance of Down Payment - Wire		\$154,400.00
TOTAL		\$1,471,900.00
CUECUS D. L. L. D. L. LONG VI.		
CHECKS to Deutsche Bank AG New York	k Branc	h, as agent:
	1.	\$1,317,500,00
	2.	
Balance of Purchase Price – Check	K(s)	\$1,317,500.00
Check to 135 West 52 nd Street Owners LLC	C:	
Adjustments	1.	¥ 605, 65
Checks to 135 West 52 nd Street Condomini	um:	
Capital Contribution	1.	41,321.12
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	\$2,000.00
ESCROW ACCOUNT		
Down Payment:		\$ 232,500.00
Down Payment with Interest:		\$ 232,500.00 \$ 233,409.47

Closed On: Dec 3, 2015

135 West 52nd Street, Unit #11E Purchaser(s): Eaton Brian Ong & Christine Lam

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	#1,687,250.00
Balance of Down Payment - Wire		#197,900.00
TOTAL		\$1,885,150.00
CHECKS to Deutsche Bank AG New York	Branc	h, as agent:
,	1.	#691,819.98
	2.	\$ 691, 819.98
	3.	#303,610.04
Balance of Purchase Price – Check	(s)	41,687,250.00
Check to 135 West 52 nd Street Owners LLC	: :	
Adjustments	1.	# 10,392.31
Checks to 135 West 52 nd Street Condominiu	ım:	
Capital Contribution	1.	# 1,675.16
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,000.00
ESCROW ACCOUNT		
Down Payment:		\$ 297, 750.00
Down Payment with Interest:		\$ 298, 816.46

135 West 52nd Street, Unit #11F Purchaser(s): Aiden Taeyeon Kim Closed On: Nov 18, 2015

Checks to Deutsche Bank AG New York	Branch,	as agent:
Balance of Purchase Price	1.	¥ 1,615,000.00
	2.	
TOTAL		\$1,615,000.00
Check to 135 West 52 nd Street Owners LL	С	
Adjustments	1.	# 924.84
	2.	
Checks to 135 West 52 nd Street Condomina	ium	
Capital Contribution	1.	\$1,588.80
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst	1.	\$ 2,000.00
Down Payment:		\$ 285,000.00
Down Payment with Interest:		\$ 285, 689.52
Check #4579 to Douglas Elliman	1.	#38,000.00
Check # to Co-broker	1.	
Check #6582 to Title Company Summit Associates	1.	\$ 600.00
Check #6580 to Purchaser	1.	# 689.52
Aiden Tacycon Kim Balance of Down Payment: Wire to Deutsche Bank		\$ 246,400.00

^{*} Enclosed: copy of checks, Unit Deed, Window Guard Notice, FIRPTA Affidavit, 1099 Form, and Unit Power of Attorney.

135 West 52nd Street, Unit #12A Purchaser(s): Mamuka Nanikashvili

Closed On: Feb 26, 2016

runus Disoursed 10 Deutsche Bank:		
Balance of Purchase Price - Check(s	s)	#1,632,000.00
Balance of Down Payment - Wire		# 191,400.00
TOTAL		#1,823,400.00
CHECKS to Deutsche Bank AG New York	c Branc	ch, as agent:
	1.	#623,413.59
	2.	#239,586.41
	3.	\$ 280,000,00
	4.	\$ 240,000.00
	5.	\$ 249,000.00
Balance of Purchase Price - Check	(s)	#1,632,000.00
Checks to 135 West 52 nd Street Owner LLC	:	
Adjustments	1.	#8,678.52
Capital Contribution	2.	#1,611.68
Check to 135 West 52 nd Street Condominium	m:	., .
Next Month Common Charges	1.	# 805.84
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,000.00

135 West 52nd Street, Unit # 12B
Purchaser(s): Stune PIL Cree and
Yun You Cree

Closed On: /2/16/2015

Funds Disbursed To Deutsche Bank:	
Balance of Purchase Price - Check(s)	1,674,500.00 196,400,00 1,870,900.00
Balance of Down Payment -Wire	196, 400,00
TOTAL	1,870,900.00
CHECKS to Deutsche Bank AG New York Bran	• •
1.	1,354,478.86
~ 2.	1,354,478.86 320,021.14 1,674,500.00
Balance of Purchase Price Check(s)	1,674,500.00
Check to 135 West 52 nd Street Owners LLC:	
Adjustments 1.	477.3/
Checks to 135 West 52 nd Street Condominium:	,
Capital Contribution 1.	1,701.06
Next Month Common Charges 2.	
Check to Rosen Livingston & Cholst LLP. 1.	2,000.00
ESCROW ACCOUNT	
Down Payment:	295, 500.00 296, 726.65
Down Payment with Interest:	296, 726. 65

CHECK LIST 135 West 52nd Street Unit 12C	Date: 11/20/2015 Purchaser(s) JOHN ZHONG
PURCHASE PRICE: //6/0,000. Checks to Deutsche Bank AG New York	Branch, as agent: 1. 372, 500.00 2. 307, 000.00 3. 689, 000.00
TOTAL	4; ;
Check to 135 West 52 nd Street Owners L Adjustments	LC 1 <i>694.13</i>
Checks to 135 West 52 nd Street Condomic Capital Contribution Next Month Common Charges	inium 1.
Check to Rosen Livingston & Cholst	1. 2,000.00
Down Payment:	241, 500.00
Down Payment with Interest	242, 317.19
Check # 6604 to DE	1. 40, 250.00 (copy)
Check # to Co-broker	1
Check #6605 to Summer Association Title Company recording fee	ases 600.00 (copy)
Check #to Title Company transfer taxes	1
Check # 6606 to purchaser four Zua Interest on Down Payment	no 1. 817.19 (copy)
Balance of Down Paymentwire TOTAL w/Balance of Down Payment:	1. 200, 650.00 1,569, 150.00

Closed On: Nov 19, 2015

135 West 52nd Street, Unit #12D Purchaser(s): Alexander Pua Uy & Rosie Go Tan

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check	(s)	\$1,368,500.00
Balance of Down Payment -Wire		# 160,400.00
TOTAL		\$1,528,900.00
CHECKS to Deutsche Bank AG New Yo	rk Branc	ch, as agent:
	1.	\$547,463.19
	2.	\$547,463.19
	3.	# 273,573.62
Balance of Purchase Price – Chec	ck(s)	\$1,368,500.00
Check to 135 West 52 nd Street Owners LI	LC:	
Adjustments	1.	\$ 6,766.85
Checks to 135 West 52 nd Street Condomin	nium:	
Capital Contribution	1.	#1,338.40
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLF	P: 1.	\$ 2,000.00
ESCROW ACCOUNT		
Down Payment:		\$241,500.00
Down Payment with Interest:		\$ 242,321.80
	1	

Closed On:

135 West 52nd Street, Unit #1/8E
Purchaser(s): Bakee Street Financial, Enc.

Funds Disbursed To Deutsche Bank:	
Balance of Purchase Price - Check(s)	\$1,712,750.00
Balance of Down Payment -Wire	
TOTAL	1,913,650.00
CHECKS to Deutsche Bank AG New York Brar	nch as agent:
1.	1,712,750.00
2.	
Balance of Purchase Price – Check(s)	1,712,750.00
Check to 135 West 52 nd Street Owners LLC:	
Adjustments 1.	\$701.50
Checks to 135 West 52 nd Street Condominium:	,
Capital Contribution 1.	√ \$1,701.06
Next Month Common Charges 2.	
Check to Rosen Livingston & Cholst LLP: 1.	12,500.00.
ESCROW ACCOUNT	
Down Payment:	\$302, 250.00
Down Payment with Interest:	\$302, R50.00 \$303, 188.01

CHECK LIST 135 West 52 nd Street, Unit AF	Date: //RY/2015- Purchaser(s) MYaswikov - MYaswi
PURCHASE PRICE: /, 920, 000. Checks to Deutsche Bank AG New York	OO Branch, as agent:
	1. 1,632,000.00;
TOTAL	1,632,000.00
Check to 135 West 52 nd Street Owners L Adjustments	LC 829.37
Checks to 135 West 52 nd Street Condom: Capital Contribution Next Month Common Charges	inium 1.
Check to Rosen Livingston & Cholst	1. 2,000.00
Down Payment:	288,000.00
Down Payment with Interest	d88, 786.95
Check # <u>66/7</u> to DE	1. 48,000.00
Check # to Co-broker	1
Check # 66/8 to EXCLUSIVE LONG. Title Company recording fee SERVICE	
Check #to Title Company transfer taxes_	1. N/a
Check #6620 to purchaser FOOR MYA	P86.95 (copy)
Balance of Down Paymentwire TOTAL w/Balance of Down Payment:	1. 139,400.00

135 West 52nd Street, Unit #14A Purchaser(s): 135W52 NYC LLC Closed On: Dec 30, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price – Check(s) Balance of Down Payment – Wire		\$ 1,657,500.00 \$ 194,400.00
CHECKS to Deutsche Bank AG New York	Bran	ch, as agent:
	1.	\$1,657,500.00
Balance of Purchase Price – Check(s)		81,657,500.00
Check to 135 West 52 nd Street Owner LLC	1.	
Adjustments	1.	#103.97
Checks to 135 West 52 nd Street Owner LLC	:	-
Capital Contribution	1.	# 1,631.98
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,850.00
ESCROW ACCOUNT		
Down Payment:		4292,500.00
Down Payment with Interest:		\$ 293,410.17

11/16/2015

CHECK LIST				
135 West 52 nd Street, Unit /48 Pu	urchaser(s) RUIFEN ZHOU, HOICON LIONG			
Checks to Deutsche Bank AG New York Br	anch, as agent.			
	1. 1,951,612.90; 2. 130,887.10;			
	2. 130,00 F.10			
	3,			
	4;			
TOTAL	2,082,500.00			
Check to 135 West 52 nd Street Owners LLC				
	1 1786 96			
Adjustments	2			
	1. 1, 7d6. 96 2			
	<u> </u>			
Checks to 135 West 52 nd Street Condominiu	m			
Capital Contribution	1. 1,224.61 2			
Next Month Common Charges	2.			
1 (ONE IVIONAL COMMISSION CHARGES				
Check to Rosen Livingston & Cholst	1. 2000.00			
<u> </u>				
Down Payment:	367,500.00			
	200 200 20			
Down Payment with Interest	<u>36 4, 993. 35</u>			
CL 1 1/00 DE	1 112/195 28			
Check to Rosen Livingston & Cholst Down Payment: Down Payment with Interest Check # 6565 to DE Check # 6565 to Co-broker NY BUST Homes PL Check # 6565 to Kong Obstraces Title Company recording fee	1. 70,700.30			
Chack # 656 to Co-broker NY BEST	1 73.500.00			
Homes RR				
Check # 6563 to KONG QBSTROET				
Title Company recording fee	1. 600.00			
The Company recording for				
Cheek#to				
Title Company transfer taxes	1			
and the second second	ra. 453.35			
Check #6564 to purchaser RUIFEN 244	W			
Interest on Down Payment				
n 1 Ch na i air	1. 249, 974.62			
Balance of Down Paymentwire	1. 010,017.00			

135 West 52nd Street, Unit #14C Purchaser(s): Stephen Sobhani Closed On: Dec 2, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)		\$1,385,500.00
Balance of Down Payment - Wire		#203,150.00
TOTAL		\$ 1,588,650.00
CHECKS to Deutsche Bank AG New York	k Branc	h, as agent:
	1.	#1,107,688.60
	2.	\$ 277,811.40
Balance of Purchase Price - Check	(s)	\$1,385,500.00
Check to 135 West 52 nd Street Owners LLC	:	
Adjustments	1.	\$ 6,793.50
Checks to 135 West 52 nd Street Condominio	um:	
Capital Contribution	1.	\$1,372.94
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	#2,000.00
ESCROW ACCOUNT		
Down Payment:		\$ 244,500.00
Down Payment with Interest:		\$ 244,500.00 \$ 245,236.61

135 West 52nd Street, Unit #14D Purchaser(s): Stoneridge Holding LLC Closed On: Nov 24, 2015

Funds Disbursed to Deutsche Bank:			
Balance of Purchase Price – Check(s) Balance of Down Payment – Wire		\$1,385,500.00	
		\$ 162,400.00	
TOTAL		\$1,547,900.00	
CHECKS to Deutsche Bank AG New York	Branch	n, as agent:	
	1.	\$ 500,000.00	
	2.	\$500,000.00	
	3.	\$385, 500.00	
Balance of Purchase Price – Check(s)		\$1,385,500.00	
Check to 135 West 52 nd Street Owners LLC	:		
Adjustments	1.	\$654.47	
Checks to 135 West 52 nd Street Condominiu	m:		
Capital Contribution	1.	\$ 1,355.66	
Check to Rosen Livingston & Cholst LLP:	1.	\$2,000.00	
ESCROW ACCOUNT			
Down Payment:		\$244,500.00	
Down Payment with Interest:		\$ 245,315.25	
		•	

135 West 52nd Street, Unit #14E Purchaser(s): Virgil Alagon

Closed On: Dec 1, 2015

k(s)	#1,759,500,00
	\$ 206,400.00
	#1,965,900.00
rk Branc	h as agent
1.	#1,534,393.03
2.	#225, 106.97
ck(s)	41,759,500.00
LC:	
1.	# 10,668.03
nium:	•
1.	# 1,726.96
2.	
? : 1.	#2,000.00
	\$310,500.00
	8 311, 645.45
	ork Brance 1. 2. ck(s) LC: 1. nium: 2.

11/18/2015	
. CHECK I	LIST
135 West 52 nd Street, Unit /4F Pu	rchaser(s) VINOD & INDU MADHOK
Charles to Dautsche Bank AC New York Br	anch as acent
Checks to Deutsche Bank AG New York Bra	1. 495, 000.00 ;
	2. 600,000.00 ;
•	3. 300,000.00 4. 211,500.00
TOTAL	4. 211, 300. 00; 1,606,500. 00
TOTAL	1,000,000.00
Check to 135 West 52 nd Street Owners LLC	
Adjustments	1. \$950.27 2
	2
•	3
Checks to 135 West 52 nd Street Condominium	m
Capital Contribution	1
Next Month Common Charges	2
Check to Rosen Livingston & Cholst	1
Down Payment:	\$283,500.00
Down Payment with Interest	\$ 283, 500.00 \$ 284, 594.94
Check # 6575 to DE	1. <i>37,800.00</i>
Check # 6576 to Co-broker ZUEGRAN	1. 58, 700.00
Check # 6577 to CORNERSTONE LANCE	
Title Company recording fee	1 <i>600.00</i>
Check #to	
Title Company transfer taxes	1
Check # 65 78 to purchaser VINOd & Tada	1. 1,094.94
Interest on Down Payment Macluck	
Balance of Down Paymentwire	1. 188,400.00

135 West 52nd Street, Unit #15A Purchaser(s): Simon Wu & Xiaobin Wu Closed On: Feb 25, 2016

runds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check	κ(s)	#1,632,000.00
Balance of Down Payment Wire		\$ 191,400.00
TOTAL		#1,823,400.00
CHECKS to Deutsche Bank AG New Yo	rk Bran	ch, as agent:
	1.	#1,632,000.00
Balance of Purchase Price – Chee	ck(s)	#1,632,000.00
Checks to 135 West 52 nd Street Owner LI	LC:	
Adjustments	1.	\$761.62
Capital Contribution	2.	\$ 1,663.68
Check to 135 West 52 nd Street Condomini	um:	
Next Month Common Charges	1.	# 831.84
Check to Rosen Livingston & Cholst LLP	: 1.	\$ 2,350,00
ESCROW ACCOUNT		
Down Payment:		\$288,000.0 0
Down Payment with Interest:		# 289, 373.83

135 West 52nd Street, Unit #15B Purchaser(s): JJ52 Realty LLC Closed On: Dec 8, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s	s)	\$1,725,500.00
Balance of Down Payment - Wire		\$202,400.00
TOTAL		\$1,927,900.00
CITECULAR IN LACE IN THE COLUMN TO A COLUM	-	
CHECKS to Deutsche Bank AG New York	Branc	
	1.	#900,000.00
	2.	\$ 500,000.00
	3.	# 325,500,00
Balance of Purchase Price - Check	(s)	\$1,725,500.00
Check to 135 West 52 nd Street Owners LLC	2:	
Adjustments	1.	\$676.59
Checks to 135 West 52 nd Street Condominia	ım:	
Capital Contribution	1.	#1,752.86
Check to Rosen Livingston & Cholst LLP:	1	\$ 2,500.00
ESCROW ACCOUNT		
Down Payment:		\$304,500,00
Down Payment with Interest:		\$305,758.97

135 West 52nd Street, Unit #15C Purchaser(s): HSRE USA LLC Closed On: Dec 8, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	\$1,353,500.00
Balance of Down Payment - Wire		#156,400.00
TOTAL		\$1,509,900.00
CHECKS to Deutsche Bank AG New Yor	k Branc	h, as agent:
	1.	#1,247,000.00
	2.	\$ 106,500.00
Balance of Purchase Price – Chec	k(s)	41,353,500.00
Check to 135 West 52 nd Street Owners LL	C:	
Adjustments	1.	\$ 431.87
Checks to 135 West 52 nd Street Condomin	ium:	
Capital Contribution	1.	#1,372.94
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	\$2,500.00
ESCROW ACCOUNT		
Down Payment:		<u># 238, 500.00</u>
Down Payment with Interest:		#239,479.50

135 West 52nd Street, Unit #15D Purchaser(s): Chaogang Wang

Closed On: Nov 20, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	\$1,402,500.00
Balance of Down Payment - Wire		B 164,400,00
TOTAL		\$ 1,566,900.00
CHECKS to Deutsche Bank AG New Yorl	c Branc	ch as agent
	1.	#1,402,500.00
	2.	
Balance of Purchase Price – Check	K(S)	#1,402,500.00
Check to 135 West 52 nd Street Owners LLC	C:	
Adjustments	1.	\$638.57
Checks to 135 West 52 nd Street Condomini	um:	
Capital Contribution	1.	# 1,372.94
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	# 2,000.00
ESCROW ACCOUNT		
Down Payment:		\$147 Eag 00
·		<u>\$247,500.00</u>
Down Payment with Interest:		# 248, 264.02

CHECK LIST	Date: 11/25/2015
135 West 52 nd Street, Unit 15E	Purchaser(s) LINGUI KONG
PURCHASE PRICE: 2, 105,000. Checks to Deutsche Bank AG New York	OO Branch, as agent:
	1. 1,173,383.40; 2. 615,866.60; 3. ;
TOTAL	J. 1, 789, 250.00
Check to 135 West 52 nd Street Owners LI Adjustments	LC 1. √ 10,817.60
Checks to 135 West 52 nd Street Condomin Capital Contribution Next Month Common Charges	nium 1. 1,752.76 2
Check to Rosen Livingston & Cholst	1. \ 4,000.00
Down Payment:	4315, 750,00
Down Payment with Interest	316, 80A. 78
Check #_ <i>6630</i> to DE	1. 42,100.00
Check # 6631 to Co-broker DE	1. 63, 150.00
Check #6634 to FEDERAL STAND	land 600.00 (copy)
Check #to	· <i>V</i> /
Title Company transfer taxes -	1
Check # 6633 to purchaser LINGLI KO	ME1. V1,052.78 (copy)
Interest on Down Payment	1 100 000 00
Balance of Down Paymentwire	1. 1.99.900.00 1,999.150.00
TOTAL w/Balance of Down Payment:	1, 999, 130.00

Closed On: Nov 20, 2015

135 West 52nd Street, Unit #15F Purchaser(s): Michelangelo Kho Samson & Lourdes Abela Samson

Funds Disdursed 10 Deutsche Bank:		
Balance of Purchase Price - Check(s	3)	\$1,683,000.00
Balance of Down Payment - Wire		\$ 207,300.00
TOTAL		#1,890,300.00
		•
CHECKS to Deutsche Bank AG New York	Branch	n, as agent:
	1.	#1,386,000.00
	2.	\$297,000.00
Balance of Purchase Price – Check	(s)	# 1,683,000.00
Check to 135 West 52 nd Street Owners LLC	:	
Adjustments	1.	#8,847.19
Checks to 135 West 52 nd Street Condominio	um:	
Capital Contribution	1.	\$1,657.88
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,000.00
ESCROW ACCOUNT		
Down Payment:		\$297,000
Down Payment with Interest:		\$297,000 \$2 9 8,004.99

135 West 52nd Street, Unit #16A Purchaser(s): Youngyee Cho Closed On: Feb 22, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	<u>#1,700,000.00</u>
Balance of Down Payment - Wire		# 199,400.00
TOTAL		\$1,899,400.00
CHECKS to Deutsche Bank AG New York	c Branc	ch, as agent:
	1.	#1,183,636.16
	2.	\$516, 363.84
Balance of Purchase Price – Check	x(s)	\$1,700,000.00
Checks to 135 West 52 nd Street Owner LLC	C:	
Adjustments	1.	#8,989.13
Capital Contribution	2.	#1,681.00
Check to 135 West 52 nd Street Condominium	m:	
Next Month Common Charges	1.	\$ 840.50
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,000.00
ESCROW ACCOUNT		
Down Payment:		4 300,00 0 .00
Down Payment with Interest:		#301,069.57

135 West 52nd Street, Unit #16C Purchaser(s): Jiong You & Yi He Closed On: Mar 1, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check	(s)	#1,419,500.00
Balance of Down Payment - Wire	. ,	# 166,400.00
TOTAL		\$1,585,900.00
CHECKS to Deutsche Bank AG New Yor		ech, as agent:
75. V	1.	41,419,500.00
Balance of Purchase Price - Checl	K(s)	\$1,419,500.00
Checks to 135 West 52 nd Street Owner LLC	C:	
Adjustments	1.	\$522.72
Capital Contribution	2.	# 1,395.06
Check to 135 West 52 nd Street Condominiu	m:	
Next Month Common Charges	1.	# 697.53
Check to Rosen Livingston & Cholst LLP:	1.	#2,000.00
ESCROW ACCOUNT		
Down Payment:		#250,500.00
Down Payment with Interest:		\$ 251,479.87

Closed On: Mar 2, 2016

135 West 52nd Street, Unit #16D Purchaser(s): Garry M. Chien & Jennifer V. Chien

Funds Disbursed To Deutsche Bank:			
Balance of Purchase Price - Check(s)	1,419,500.00	
Balance of Down Payment - Wire		\$ 166,400.00	
TOTAL		\$ 1,585,900.00	
CHECKS to Deutsche Bank AG New York Branch, as agent:			
	1.	#1,000,000.00	
	2.	\$419,500.00	
Balance of Purchase Price – Check	(s)	1,419,500.00	
Checks to 135 West 52 nd Street Owner LLC	:		
Adjustments	1.	41,181.68	
Capital Contribution	2.	# 1,345.06	
Check to 135 West 52 nd Street Condominium	n:		
Next Month Common Charges	1.	\$ 697.53	
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,350.00	
ESCROW ACCOUNT			
Down Payment:		\$ 250,500.00	
Down Payment with Interest:		#251,388.94	

135 West 52nd Street, Unit #16E Purchaser(s): Jonathan Que

Closed On: Mar 7, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s	s)	\$1,814,750.00
Balance of Down Payment - Wire		# 212,900.00
TOTAL		# 2,027, 650.00
CHECKS to Deutsche Bank AG New York	Branc	ch, as agent:
	1.	*1,383,201. 0 2
	2.	#431,548.98
Balance of Purchase Price - Check	(s)	\$ 1,814,750.00
Checks to 135 West 52 nd Street Owner LLC	7.	
Adjustments	1.	# 11,427.00
Check to 135 West 52 nd Street Condominium	m:	, , , , , , , , , , , , , , , , , , , ,
Capital Contribution	1.	# 1,784.98
· Next Month Common Charges	2.	# 892.49
Check to Rosen Livingston & Cholst LLP:	1.	# 2,000.00
ESCROW ACCOUNT		
Down Payment:		#320,250.00
Down Payment with Interest:		# 321,653.39

Closed On: 03/01/2016

135 West 52nd Street, Unit # 18A
Purchaser(s): 18A 135 West 52nd Hadines IC

Funds Disbursed To Deutsche Bank:	_	
Balance of Purchase Price – Check(s	5	\$3,378,750.00
Balance of Down Payment - Wire		\$ 396,900.00
TOTAL		\$3,378,750.00 \$396,900.00 3,775,650.00
CHECKS to Deutsche Bank AG New York	Branc	ch, as agent:
	1.	
	2.	
Balance of Purchase Price – Check	(s)	
Check to 135 West 52 nd Street Owners LLC	:	
Adjustments	1.	\$1,357.91
Checks to 135 West 52nd Street Condomini	um:	
Capital Contribution	1.	\$ 3, 444. 34
Next Month Common Charges 70 135 NEST 52nd STREET	2.	\$ 3, 444. 34
Condominicum Check to Rosen Livingston & Cholst LLP:	1.	\$3,100.00
ESCROW ACCOUNT		
Down Payment:		\$596, 250.00
Down Payment with Interest:		\$596, 250.00 \$598, 822.28

135 West 52nd Street, Unit #18B Purchaser(s): Casa West 52nd St., LLC Closed On: Jan 8, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price – Check(s) Balance of Down Payment – Wire TOTAL		#2,975,000.00 #317,462.50
		CHECKS to Deutsche Bank AG New Yo
	1.	\$2,975,000.00
Balance of Purchase Price – Check(s)		\$ 2,975,000,00
Check to 135 West 52 nd Street Owner LLe	C:	
Adjustments	1.	#3,064.46
Checks to 135 West 52 nd Street Owner LL	.c	
Capital Contribution	1.	#3,022.18
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP	: 1.	12,950.00
ESCROW ACCOUNT		
Down Payment:		\$ 525,000.00
Down Payment with Interest:		\$526,296.11

135 West 52nd Street, Unit #18C Purchaser(s): Sophia Art Group Inc. Closed On: Dec 14, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price – Check(s)		¥3,378,750.00
Balance of Down Payment - Wire		#396,900.00
TOTAL		\$3,775,650.00
WIRE		
CHECKS to Deutsche Bank AG New York	Branc	ch, as agent:
Balance of Purchase Price – Wire		\$ 3,378,750,00
Check to 135 West 52 nd Street Owners LLC	:	
Adjustments	1.	\$ 874.87
Checks to 135 West 52 nd Street Condominio	ım:	
Capital Contribution	1.	#3,432.34
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	#2,500.00
ESCROW ACCOUNT		
Down Payment:	·	\$ 596, 250.00
Down Payment with Interest:		\$ 596,652.00

135 West 52nd Street, Unit #19B Purchaser(s): Guihua He

Closed On: Jan 12, 2016

Funds Disbursed To Deutsche Bank;		
Balance of Purchase Price - Check	(s)	\$3,014,500.00
Balance of Down Payment - Wire		\$ 357, 400.00
TOTAL		# 3,371,900.00
CHECKS to Deutsche Bank AG New Yo	ork Branc	h, as agent:
	1.	#3,014,500.00
Balance of Purchase Price – Che	ck(s)	# 3,014,500,00
Check to 135 West 52 nd Street Owner LL	C:	
Adjustments	1.	#2,921,22
Checks to 135 West 52 nd Street Owner Ll	LC:	
Capital Contribution	1.	# 3,065.36
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLF	P: 1.	# 2,000.00 * CASH
ESCROW ACCOUNT		
Down Payment:		# 535, 500.00
Down Payment with Interest:		\$ 535,654.07

135 West 52nd Street, Unit #20A Purchaser(s): 135 W 52 ST LLC Closed On: Feb 29, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s	s)	#3,463,750.00
Balance of Down Payment - Wire		# 369,715.62
TOTAL		\$ 3,833,465.62
CHECKS to Deutsche Bank AG New York	- Duon	ah oo accent.
ormetre to be dische bank AO 14cw 10lk	1.	_
		#3,463,750.00
Balance of Purchase Price – Check	(\mathbf{s})	#3,463,750.00
Checks to 135 West 52 nd Street Owner LLC	:	
Adjustments	1.	\$1,417.06
Capital Contribution	2.	# 3,530.98
Check to 135 West 52 nd Street Condominium	n:	,
Next Month Common Charges	1.	\$ 1,765.49
Check to Rosen Livingston & Cholst LLP:	1.	# 2,500.00
ESCRONI A CCONNE		
ESCROW ACCOUNT		
Down Payment:		\$611,250,00
Down Payment with Interest:		# 612,779.18

Closed On: Jan 12, 2016

135 West 52nd Street, Unit #20B Purchaser(s): Banafsheh Kalantari & Xuekang Dai

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check	(s)	#3,102,500.00
Balance of Down Payment - Wire		\$ 293,787.50
TOTAL		43,396,287.50
CHECKS to Doubtoles Doub AC Nove Vo	1. Th	
CHECKS to Deutsche Bank AG New Yor		
	1.	<u>*3,102,500.00</u>
Balance of Purchase Price – Chec	k(s)	\$3,102,500.00
Check to 135 West 52 nd Street Owner LLC	C:	
Adjustments	1.	#2,965.33
Checks to 135 West 52 nd Street Owner LL	C:	
Capital Contribution	1.	4 3,151.70
Next Month Common Charges	2.	
ESCROW ACCOUNT		
Down Payment:		\$ 5 4 7,500.00
Down Payment with Interest:		# 547, 567.50
Check # <u>6746</u> to Douglas Elliman	1.	\$ 73,000.00
Check #6747 to Co-broker	1.	# 109,500.00
Pouglas Elliman		

135 West 52nd Street, Unit #21A Purchaser(s): Nicholas P. Leone & Grace Leone Closed On: Feb 24, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Checl	k(s)	\$ 3,506,250.00
Balance of Down Payment - Wire		* 334,618.75
ТОТАL		\$3,840,868.75
CHECKS to Deutsche Bank AG Now We	oals Dans	1
CHECKS to Deutsche Bank AG New Yo		<u>.</u>
	1.	£3,506,250.00
Balance of Purchase Price - Che	ck(s)	\$ 3,506,250.00
Checks to 135 West 52 nd Street Owner Ll	LC:	
Adjustments	1.	\$1,645.02
Capital Contribution	2.	\$3,574.30
Check to 135 West 52 nd Street Condomin	ium:	
Next Month Common Charges	1.	#1,787.15
ESCROW ACCOUNT		
Down Payment:		\$618,750.00
Down Payment with Interest:		#620,461.10
Check # 6825 to Douglas Elliman	1.	\$82,500.00
Check #6826 to Co-broker	1.	#123,750.00
The Concoran Group, Inc.		, ———

135 West 52nd Street, Unit #21C Purchaser(s): West 52nd Holdings LLC Closed On: Dec 22, 2015

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)		#3,487,093.11
Balance of Down Payment - Wire		#331,056.89
TOTAL		\$3,818,150.00
CHECKS to Deutsche Bank AG New York		<u>.</u>
_	1.	#3,487,093.11
Balance of Purchase Price – Check	(s)	#3,487,093.11
Check to 135 West 52 nd Street Owners LLC	:	
Adjustments	1.	<u># 558.05</u>
Checks to 135 West 52 nd Street Condominio	ım:	
Next Month Common Charges * only collect 50% for Jan 2016	1.	# 890.47
Check to Rosen Livingston & Cholst LLP:	1.	\$ 500.00
ESCROW ACCOUNT		
Down Payment:		#618,750.00
Down Payment with Interest:		#618,750.00 #619,070.48

Closed On: Feb 26, 2016

135 West 52nd Street, Unit #22A Purchaser(s): Irina Agalarova & Sheila Agalarova

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)		\$2,125,000.00
Balance of Down Payment - Wire		\$ 249,400.00
TOTAL		\$2,374,400.00
CHECKS to Deutsche Bank AG New Yo	rk Bran	ch, as agent:
	1.	\$2,125,000.00
Balance of Purchase Price – Check(s)		\$2,125,000.00
Checks to 135 West 52 nd Street Owner LI	LC:	
Adjustments	1.	#955.80
Capital Contribution	2.	# 2,166.24
Check to 135 West 52 nd Street Condomini	ium:	,
Next Month Common Charges	1.	#1,083.12
Check to Rosen Livingston & Cholst LLP	: 1.	\$ 2,000.00
ESCROW ACCOUNT		
Down Payment:		<u>\$375,000.00</u>
Down Payment with Interest:		#376,717.62

135 West 52nd Street, Unit #22B Purchaser(s): Yanan Zhao Closed On: Jan 20, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Wire/C	Check	\$ 2,562,750.00
Balance of Down Payment - Wire		\$ 298,900.00
TOTAL		\$2,861,650.00
WIRE/CHECK to Deutsche Bank AG New	w York E	Branch, as agent:
	1.	\$1,597,085.17 - Wine
	2.	#1,597,085.17 - wine # 965,664.83 - check
Balance of Purchase Price – Wire	/Check	\$ 2,562,750.00
Check to 135 West 52 nd Street Owner LLC	:	
Adjustments	1.	\$ 2,477.02
Checks to 135 West 52 nd Street Owner LL	C:	
Capital Contribution	1.	\$ 2,568.86
Next Month Common Charges	2.	
ESCROW ACCOUNT		
Down Payment:		4 452,250.00
Down Payment with Interest:		#453, 396.31

135 West 52nd Street, Unit #22C Purchaser(s): 22C-135W52ST LLC Closed On: Jan 11, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)	#2,528,750.00
Balance of Down Payment - Wire		\$ 296,900.00
TOTAL		\$ 2,825,650.00
CHECKS to Deutsche Bank AG New Yorl	k Bran	ch, as agent:
	1.	#2,528,750.00
Balance of Purchase Price – Check(s)		# 2,528, 750.00
Check to 135 West 52 nd Street Owner LLC	:	
Adjustments	1.	#2,736.21
Checks to 135 West 52 nd Street Owner LLC	C:	,
Capital Contribution	1.	\$ 2,568.86
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,500.00
ESCROW ACCOUNT		
Down Payment:		446,250.00
Down Payment with Interest:		#448,351.11

135 West 52nd Street, Unit # AdD Purchaser(s): Youcome L1 Closed On: 01/19/2016

Funds Disbursed To Deutsche Bank:	
Balance of Purchase Price - Check(s) 8,150,500.00
Balance of Down Payment - Wire	\$52, 400,00
TOTAL	8,150,500.00 252,400.00 2,402,900.00
CHECKS to Deutsche Bank AG New York	k Branch, as agent:
	1. 2,150,500.00
	2.
Balance of Purchase Price Checl	i(s) 2,150,500.00
Check to 135 West 52 nd Street Owners LLo	C :
Adjustments	1 2 158.70 1,933.28
Checks to 135 West 52 nd Street Condomini	um:
Capital Contribution	1. \ 2,158.70
Next Month Common Charges	2.
Check to Rosen Livingston & Cholst LLP:	1. L. 000.00
ESCROW ACCOUNT	
Down Payment:	\$379,500.00
Down Payment with Interest:	\$379,500.00 \$380,940.31

135 West 52nd Street, Unit #23A Purchaser(s): Linda Ling

Closed On: Mar 8, 2016

runds Disbursed To Deutsche Bank:			
Balance of Purchase Price - Check(s)	\$2,176,000.00	
Balance of Down Payment - Wire		\$ 255,400.00	
TOTAL		\$2,431,400.00	
CHECKS to Deutsche Bank AG New York	Branc	ch, as agent:	
	1.	11,296,000.00	
	2.	\$ 880,000.00	
Balance of Purchase Price - Check	(s)	<u>\$ 2,176,000.00</u>	
Checks to 135 West 52 nd Street Owner LLC	: :		
Adjustments	1.	41,518.15	
Check to 135 West 52 nd Street Condominium	n:		
Capital Contribution	1.	\$ 2,192.24	
Next Month Common Charges	2.	\$ 1,096,12	
Check to Rosen Livingston & Cholst LLP:	1.	4 2, 250.00	
ESCROW ACCOUNT			
Down Payment:		#384,000.00	
Down Payment with Interest:		# 385, 581.33	

135 West 52nd Street, Unit #23B Purchaser(s): Byoung Ju Im & Myung Ja Im Closed On: Jan 21, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)		\$ 2,571,250.00
Balance of Down Payment - Wire		\$ 301,900.00
TOTAL		
CHECKS to Deutsche Bank AG New York	Bran	ch, as agent:
	1.	\$ 1,495,674.86
	2.	#1,075,575.14
Balance of Purchase Price – Check(s)		\$2,571,250.00
Check to 135 West 52 nd Street Owner LLC:		
Adjustments	1.	#15,579.23
Checks to 135 West 52 nd Street Owner LLC	·•	
Capital Contribution	1.	\$2,621.16
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,000.00
ESCROW ACCOUNT		
Down Payment:		#453,750.00
Down Payment with Interest:		#453,750.00 #455,663. 5 0

Closed On: Jan 14, 2016

135 West 52nd Street, Unit #23C Purchaser(s): Mondher Mahjoubi & Raoudha Mahjoubi

Balance of Purchase Price - Check(s) Balance of Down Payment - Wire TOTAL CHECKS to Deutsche Bank AG New York Branch, as agent: 1.	Funds Disbursed To Deutsche Bank:		
TOTAL # 2,906,400.00 CHECKS to Deutsche Bank AG New York Branch, as agent: 1.	Balance of Purchase Price - Check(s)	•	\$2,601,000.00
CHECKS to Deutsche Bank AG New York Branch, as agent: 1.	Balance of Down Payment - Wire		\$ 305,400.00
1. # 1,000,000.00 2. # 1,000,000.00 3. # 601,000.00 Check to 135 West 52 nd Street Owner LLC: Adjustments	TOTAL		\$ 2,906,400.00
2. # 1,000,000.00 Balance of Purchase Price - Check(s) # 2,601,000.00 Check to 135 West 52 nd Street Owner LLC: Adjustments	CHECKS to Deutsche Bank AG New York	Branch	, as agent:
Balance of Purchase Price – Check(s) Check to 135 West 52 nd Street Owner LLC: Adjustments 1. Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. Check to Rosen Livingston & Cholst LLP: Down Payment: 3. \$\frac{\pmathbb{4}}{2}\left(01\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\) \$\frac{\pmathbb{2}}{2}\left(601\text{,000.00}\)		1.	#1,000,000.00
Balance of Purchase Price - Check(s) Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$\frac{15}{838.12}\$ Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$\frac{2}{612.02}\$ Check to Rosen Livingston & Cholst LLP: Down Payment: \$\frac{459}{000.00}\$		2.	\$1,000,000.0 0
Check to 135 West 52 nd Street Owner LLC: Adjustments 1. \$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\		3.	\$ 601,000.00
Adjustments 1. \$\\$15,838.12\$ Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. \$\\$2,612.02\$ Check to Rosen Livingston & Cholst LLP: Down Payment: \$\\$459,000.00\$	Balance of Purchase Price - Check	(s)	#2,601,000.00
Checks to 135 West 52 nd Street Owner LLC: Capital Contribution 1. #2,612.02 Check to Rosen Livingston & Cholst LLP: 1. #2,000.00 ESCROW ACCOUNT Down Payment: #459,000.00	Check to 135 West 52 nd Street Owner LLC:		
Capital Contribution 1. \$\frac{\\$2,612.02}{2,000.00}\$ Check to Rosen Livingston & Cholst LLP: 1. \$\frac{2,000.00}{2,000.00}\$ ESCROW ACCOUNT Down Payment: \$\frac{459,000.00}{2,000.00}\$	Adjustments	1.	\$ 15,838.12
Check to Rosen Livingston & Cholst LLP: 1. \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Checks to 135 West 52 nd Street Owner LLC	:	
ESCROW ACCOUNT Down Payment: # 459,000.00	Capital Contribution	1.	#2,612.02
Down Payment: #459,000.00	Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,000.00
	ESCROW ACCOUNT		
Down Payment with Interest: 4460,651.59	Down Payment:		# 459,000.00
	Down Payment with Interest:		4460,651.59

135 West 52nd Street, Unit #23D Purchaser(s): ShengSheng Xu & Laizhu Wang Closed On: Jan 13, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)		\$2,176,000.00
Balance of Down Payment - Wire		\$ 255,400.00
TOTAL		\$2,431,400.00
CHECKS to Deutsche Bank AG New York	k Branc	
	1.	<u>#2,176,000.00</u>
Balance of Purchase Price – Check	$\mathbf{x}(\mathbf{s})$	\$2,176,000.00
Check to 135 West 52 nd Street Owner LLC	•	
Adjustments	1.	\$2,109.96
Checks to 135 West 52 nd Street Owner LLC:		
Capital Contribution	1.	\$2,184.60
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	# 2,000.00
	2.	# 350.00
ESCROW ACCOUNT		
Down Payment:		₫ 384,000.00
Down Payment with Interest:		#385,397.55

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135 West 52nd Street, Unit # <u>A44</u> A
Purchaser(s): <u>LENEE BOMCH</u>

Closed On: *01/11/2016*

Funds Disbursed To Deutsche Bank:	
Balance of Purchase Price - Check(s)	2,235,500.00
Balance of Down Payment -Wire	2,235,500.00 260,400.00 2,495,900.00
TOTAL	2, 495, 900.00
 ,	
CHECKS to Deutsche Bank AG New York Br	anch, as agent:
\checkmark_1	1,983,674.22
✓ 2.	251, 825. 78
Balance of Purchase Price - Check(s)	2,235,500.00
Check to 135 West 52 nd Street Owners LLC:	
Adjustments 1.	12,374.95
Checks to 135 West 52 nd Street Condominium:	
Capital Contribution 1.	2,210.50
Next Month Common Charges 2.	
Check to Rosen Livingston & Cholst LLP:1.	
ESCROW ACCOUNT	
Down Payment:	394, 500.00
Down Payment with Interest:	394,500.00 395,633.25
	-

135 West 52nd Street, Unit #24B Purchaser(s): 24B W 52nd Street LLC Closed On: Jan 20, 2016

Funds Disbursed To Deutsche Bank:			
Balance of Purchase Price - Check(s)		\$ 2,550,000.00	
Balance of Down Payment - Wire		\$ 299,400.00	
TOTAL		# 2,849,400.00	
CHECKS to Deutsche Bank AG New York	k Branc	ch, as agent:	
	1.	#2,550,000.00	
Balance of Purchase Price – Check	x(s)	<u># 2,550,000,00</u>	
Check to 135 West 52 nd Street Owner LLC	: :		
Adjustments	1.	\$ 2,516.81	
Checks to 135 West 52 nd Street Owner LLC	:		
Capital Contribution	1.	42,655.20	
Next Month Common Charges	2.		
Check to Rosen Livingston & Cholst LLP:	1.	# 2,850.00	
ESCROW ACCOUNT			
Down Payment:		\$ 450,000.00	
Down Payment with Interest:		\$451,426.22	

135 West 52nd Street, Unit #24C Purchaser(s): Chunliu Ren Closed On: Feb 8, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Wire	;	#2,643,500.00
Balance of Down Payment - Wire	е	# 386,150.00
TOTAL		#3,029,650.00
WIRE to Deutsche Bank AG New York	Branch, a	as agent:
	1.	\$ 2,643,500.00
Balance of Purchase Price - WIRE		\$2,643,500.00
Check to 135 West 52 nd Street Owner LI	·C:	
Adjustments	1.	#1,824.53
Checks to 135 West 52 nd Street Owner Li	LC:	
Capital Contribution	1.	# 2,664.48
Next Month Common Charges	2.	
ESCROW ACCOUNT		
Down Payment:		\$ 466,500.00
Down Payment with Interest:		\$467,797.78

135 West 52nd Street, Unit #24D Purchaser(s): Zhengtao Shi Closed On: Jan 19, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)		\$2,176,000.00
Balance of Down Payment - Wire	Balance of Down Payment - Wire	
TOTAL		\$ 2,431,400.00
CHECKS to Deutsche Bank AG New York	Rranc	rh as agent
CIECUS to Deatsone Dain 110 110W 101K	1.	#2, 76,000.00
Balance of Purchase Price – Check	(s)	# 2,176,000.00
Check to 135 West 52 nd Street Owner LLC:		
Adjustments	1.	41,952.82
Checks to 135 West 52 nd Street Owner LLC	(, ' •	
Capital Contribution	1.	\$ 2,210.50
Next Month Common Charges	2.	
Check to Rosen Livingston & Cholst LLP:	1.	# 2,350.00
ESCROW ACCOUNT		
Down Payment:		#384,000.00
Down Payment with Interest:		# 385,651.04

135 West 52nd Street, Unit #25B Purchaser(s): Sen BO Real Estate, LLC Closed On: Jan 15, 2016

Funds Disbursed To Deutsche Bank:			
Balance of Purchase Price - Check(s)		\$2,690,250.00	
Balance of Down Payment - Wire		\$ 315,900.00	
TOTAL	TOTAL		
CHECKS to Deutsche Bank AG New York	Branc	h, as agent:	
	1.	\$ 2,690,250.00	
Balance of Purchase Price - Check	(s)	# 2,690,250.00	
Check to 135 West 52 nd Street Owner LLC:			
Adjustments	1.	#2,687.86	
Checks to 135 West 52 nd Street Owner LLC):		
Capital Contribution	1.	#2,698.38	
Next Month Common Charges	2.		
Check to Rosen Livingston & Cholst LLP:	1.	#2,500.00	
ESCROW ACCOUNT			
Down Payment:		\$474,750.00	
Down Payment with Interest:		#474,750.00 #476,477.82	
		-	

135 West 52nd Street, Unit #25C Purchaser(s): One Thirty Five 25C LLC Closed On: Mar 3, 2016

Funds Disbursed To Deutsche Bank:	•	
Balance of Purchase Price - Check(s)	\$ 2,656,250.00
Balance of Down Payment - Wire	Balance of Down Payment - Wire	
TOTAL		\$2,968, 150.00
CHECKS to Deutsche Bank AG New York	Branc	ch, as agent:
	1.	\$2,656,250.00
	2.	
Balance of Purchase Price – Check	(s)	\$ 2,656,250.00
Checks to 135 West 52 nd Street Owner LLC	: :	
Adjustments	1.	*2,312.21
Capital Contribution	2.	#1,924.28
Check to 135 West 52 nd Street Condominium	n:	
Capital Contribution	1.	# 783.52
Next Month Common Charges	2.	#1,353.90
Check to Rosen Livingston & Cholst LLP:	1.	\$ 2,500.00
ESCROW ACCOUNT		
Down Payment:		\$ 468,750.00
Down Payment with Interest:		# 470,486.91
1		

135 West 52nd Street, Unit #25D Purchaser(s): Rogerio Filadelfo Lobo & Renata Fracaroli Vilanova Lobo Closed On: Feb 16, 2016

Funds Disbursed To Deutsche Bank:		
Balance of Purchase Price - Check(s)		\$2,273,750.00
Balance of Down Payment - Wire TOTAL		\$ 266,900.00
		\$ 2,540,650.00
CHECKS to Deutsche Bank AG New York	Branc	h, as agent:
	1.	*1,397,986.22
	2.	\$875,763.78
Balance of Purchase Price – Check(s)		\$ 2,273,750.00
Checks to 135 West 52 nd Street Owner LLC		
Adjustments	1.	#11,681.54
Capital Contribution	2.	#2,252.90
Check to 135 West 52 nd Street Condominium	m:	
Next Month Common Charges	1.	\$1,126.45
Check to Rosen Livingston & Cholst LLP:	1.	# 2,000.00
ESCROW ACCOUNT		
Down Payment:		\$401,250.00
Down Payment with Interest:		# 402,809.64
1		

135 West 52nd Street, Unit #27B Purchaser(s): Gladyray Enterprises, LLC

Closed On: Jan 28, 2016

Funds Disbursed To Deutsche Bank:			
Balance of Purchase Price - Check(s)	#4,250,000.00	_
Balance of Down Payment - Wire		# 499,400.00	_
TOTAL		\$4,749,400.00	_
CHECKS to Deutsche Bank AG New York	k Bran	ch, as agent:	
	1.	\$2,418,914.71	_
	2.	\$1,831,085.29	_
Balance of Purchase Price - Check	K(S)	4 4,2 5 0,000.00	-
Check to 135 West 52 nd Street Owner LLC	:		
Adjustments	1.	#24,391.95 (ne	ed to refund
Checks to 135 West 52 nd Street Owner LLC	C :		BID tax)
Capital Contribution	1.	#4,317.40	_
	2.	\$ 15.10	_
Next Month Common Charges	3.		-
Check to Rosen Livingston & Cholst LLP:	1.	\$2,850.00	
ESCROW ACCOUNT			
Down Payment:		\$ 750,000.00	
Down Payment with Interest:		\$ 750,000.00 \$ 753,206.15	

1

EXHIBIT B

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Closing	Date																																				
	Down Loan						-									- - :																					
	Net Proceed to Pay Down Loan																																				
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Closed Units Schedule

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= .			- !	\$155,660,000		\$191,910,000
			-!	\$155,670,000		\$191,920,000
			1.1%	\$2,605,000	-:	
				\$620,000		
-1				\$1,945,000		
				\$153,065,000		
				\$1,251	- : - !	\$1,629
				\$36,896,763	1 700	5129,896,763
				77,466		164,821
				leioid		and Total

EXHIBIT C



Situs Asset Management LLC 2975 Regent Blvd, Box 201341 Irving, TX 75063

Loan Number	Payment Due Date	Current Amount Due	Past Due Payment	Total Payment Due
5920038A	03/01/2016	\$527,234.76	\$0.00	\$527,234.76

Additional funds to be applied per the terms of your loan

For address changes, please contact Vanessa Shields at (713) 328-4369.

Mail To: 135 West 52nd Street Owner LLC 512 Seventh Avenue, 16th Floor

New York, NY 10018

Please reference your loan number on checks or wires to ensure timely credit



Unapplied Balance

Suspense Balance

Dallas, TX 75320-1341

LOAN NUMBER	PROPERTY ADDRESS
	135 West 52nd Street
5920038A	New York, NY 10018

For questions, arranging a wire payment or to obtain loan payoff information please contact Vanessa Shields at (713) 328-4369.

LOAN INFORMATION

PAST DUE PAYMENT INFORMATION

Current Principal Balance	\$94,353,279.08	Past Due Principal	\$0.00
Current Interest Rate	6,92700000 %	Past Due Interest	\$0.00
Maturity Date	08/25/2016	Past Due Tax Escrow	\$0.00
Tax Escrow Balance	\$0.00	Past Due Insurance Escrow	\$0.00
Property Insurance Escrow Balance	\$0.00	Past Due Reserves	\$0.00
Reserve Escrow Balance	\$1,029,837.69	Past Due Late Charges	\$0.00
Misc. Escrow Balance	\$0.00	TOTAL	\$0.00
Deferred Interest Balance	\$0.00		

\$0.00

\$0.00

LATE CHARGE FEE

A LATE CHARGE FEE will be charged to this account if payment is not received by the applicable grace period provided in your loan documents.

SPECIAL MESSAGES

2975 Regent Blvd

Irving, TX 75063

Current Principal Due	\$0.00
Current Interest Due	\$520,984.76
Current Tax Escrow Due	\$0.00
Current Insurance Escrow Due	\$0,00
Current Reserve Due	\$6,250.00
Current Misc, Escrow Due	\$0.00
Accrued Late Charges Due	\$0.00
Current Misc. Fee Due	\$0.00
Protective Advance Balance Due	\$0.00
TOTAL	\$527,234.76

CURRENT AMOUNTS DUE

TOTAL DUE

Please Make Check Payable to:	Overnight Delivery:	TOTAL PAYMENT DUE	\$527,234.76
Situs Asset Management LLC	Situs Asset Management LLC	Date Payment Due	03/01/2016
PO Box 201341	Wells Fargo Lockbox		

Attn: Box 201341 Statement Date:

Please note payments are not accepted at our office address

Disclosures: This statement reflects loan activity up until the Statement Date. Any loan activity occurring after the Statement Date for the remainder of the Statement Period and any necessary adjustments in connection with such loan activity will be reflected in your next statement. This statement does not constitute a payoff quote or alter the terms of your loan documents. A late fee will be incurred per the terms of your loan documents if your payment is not received when due and will be reflected on your next Loan Invoice.

02/16/2016

Hanover Street Capital 135 West Street Fee Owner LLC - Situs Loan 5920038 135 West Street ALLOCATIONS March 1, 2016

	Seventh To Borrower	Sixth Less all amounts due and payable	Fifth Less Return Differential	and Exit Fee Exit Fee is defined at 0.25% of the Loan Amount being paid at this time	Fourth Less to be applied to Outstanding Principal Balance	Third Less Cary Costs	Second Less Monthly Debt Service	First Less Servicing Fee \$75,000 annual paid monthly in advance	Total Available for Distribution	Section 7.4 of Senior Loan Agreement Cash Available In the Deposit Account Less Rebalancing Account Escrow Cash Available In the REBALANCING Account to pay interest and fees
0.00 3/1/16		0.00	0.00	\$ 11,971,760.50 29,929.40 \$ 82,381,518.58 New UPB Senior	PAY DOWN 11,971,760.50 \$ 11,971,760.50 Senior		520,984.76	6,250.00	12,528,924.66	12,528,924.66

EXHIBIT D

3/1/16 Loan Paydown

Senior UPB	\$94,353,273.08
March 1st Paydown	(\$11,971,760.50)
Loan Balance	\$82,381,512.58
Lock Box Balance	\$32,471,950.00
Loan Balance as of 3/9/2016	\$49,909,562.58

January Closings:	10A	Closed	1/28/2016	\$ 1,564,000.00
	27B	Closed	1/28/2016	\$ 4,250,000.00

February Closings:	24C	Closed	2/8/2016	\$	2,643,500.00	\$	386,150.00
	25D	Closed	2/16/2016	\$	2,273,750.00	\$	266,900.00
	16A	Closed	2/22/2016	\$	1,700,000.00	\$	199,400.00
	21A	Closed	2/24/2016	\$	3,506,250.00	\$	334,618.75
	15A	Closed	2/25/2016	\$	1,632,000.00	\$	191,400.00
	22A	Closed	2/26/2016	\$	2,125,000.00	. \$	249,400,00
	12A	Closed	2/26/2016	\$	1,632,000.00	\$	191,400.00
	20A	Closed	2/29/2016	\$_	3,463,750.00	\$_	369,715.62
March Closings:	18A	Closed	3/1/2016	\$	3,378, 7 50.00	\$	396,900.00
	16C	Closed	3/1/2016	\$	1,419,500.00	\$	166,400.00
	16D	Closed	3/2/2016	\$	1,419,500.00	\$	166,400.00
	25C	Closed	3/3/2016	\$	2,656,250,00	\$	311,900,00
	11C	Closed	3/4/2016	\$	1,351,500.00	\$	158,400.00
	16E	Closed	3/7/2016	\$	1,814,750.00	\$	212,900.00
	23A	Closed	3/8/2016	\$	2,176,000,00	\$	255,400,00
	27A	Closed	3/9/2016	\$	2,588,250.00	\$	303,900.00
	30B	Closed	3/9/2016	\$	4,420,000.00	\$	422,500,00

	\$	15,937,500.00	\$ 2,188,984.37
Lock Box Balance	-\$	32,471,950.00	

Cleared Funds:

Available Funds:

\$	18,126,484.37	
\$	(1,865,551.76)	Draw 33 Cost Overrun
\$	(3,693,507.95)	Remaining Cost Overruns
\$	12,567,424.66	
\$	(38,500.00)	Amount Prev Applied to UP
\$	(6,250.00)	Servicing Fee
\$	(520,984.76)	Interest
\$	(11,971,760.50)	Pay down
\$	(29,929.40)	Exit Fee
ls	-	

EXHIBIT E

00'05	Distribution to: 11,2016 12,2016 12,2016 13,2016 14,2016 15,	CAPPLICATION NO: 34 CAPPLICATION NO: 34 PROJECT NOS: January 31,203 PROJECT NOS: January 31,203 PROJECT NOS: January 31,203 The undersigned Contractor certifies that information and belief the Work covered completed in accordance with the Contract previous payments ratelyed from the Owner, and Owner. OWNER 135 West 52nd Street Owner, and Commercial and awom to before me this Notary Public: My Commission expires: Jack State of Missiphic Street Counact Docum compating the application, the Architect Subscribed and awom to the Contract Docum compating the application, the Architect AMOUNT: A AMOUNT CENTIFIED	135 West 52nd 50 Cetra-Ruddy Cetra-Ruddy - 91,103,36 - 91,203,36 - 94,888,75 - 5,889,48 - 5,889,48 - 5,889,48 - 11,481,5 - 0EDUCTION	APPLICATION AND CERTIFICATION FOR PAYMENT TO LENDER: Deutsche Bank Trust Company Ariericas PROJECT: S12 Severith Avenue 15th Fi New York NY 10018 CONTRACT FOR: OWNER: 515 West 52nd Street Owner ILC 512 Severith Avenue 15th Fi New York NY 10018 CONTRACT FOR: OWNER: 540 Severith Avenue 15th Fi New York NY 10018 CONTRACT FOR: OWNER: 540 Peptil CATION FOR PAYMENT 1. Original Contract Sum 2. Net change by Change Orders 3. CONTRACT SUM TO DATE (Unc.1 ± 2) 4. TOTAL CANTERED & STORED TO OATE (Column 1 on 6702) 5. TOTAL CANTERED & STORED TO OATE (Column 1 of 6702) 6. TOTAL EARNED IESS RETAINAGE (Line of the Line 1 from 1 of COLUMN 1 of 6702) 7. LESS PREADOUS CERTIFICATES FOR PAYMENT (Line of the Line 1 from 1 of COLUMN 1 of 6702) 7. LESS PREADOUS CERTIFICATES FOR PAYMENT (Line of the Line 1 from 1 of COLUMN 1 of 6702) ALORENT PAYMENT DOLE (Line 3 from 1 of COLUMN RETAINAGE (Line 3 from 1 of COLUMN RET
	The AMOUNT CERTIFIED is payable only to the new payment and acceptance of payment are without			orel approved this Month OTALS
\$5,246,876.U	rtified differs from the amount applied, initial all figures on this ion Sheet that are changed to conform with the amount certified.)	(Attach explanation if amount certified Application and onthe Continuation Sh ARCHITECT: Cetra-Ruddy	6	CHANGE ORDER SUMMARY Total changes approved in previous months by Owner
SUMMARY ADDITIONS DEDUCTIONS	\$		٩٣٢٤٤٤٥ <u>٢</u>	BALANCE TO FINISH, INCLUDING RETAINAGE (Ling 8 Aces Ling 6)
ADDITIONS DEPUCTIONS	ion and bellef the Work has progressed as Indicated, reance with the Contract Documents, and the Contractor DUNT CEXTIPLED.		\$ 86,772,076.1 <u>0</u> \$ 2,098,256,72	(Lhn 4 iune Ubb 5 Tom) ESS PARVIOUS CERTUPICATES FOR PAYMENT (Lhn 6 from prior Cortificio) CJRRENT PAYMENT DUE
\$ 86,772,076.10 \$ 2,038,256,72 \$ 11,481,512.15 ADWTON\$ DEDUCTIONS	R PAYMENT Jocuments, based on on-site observations and the data This is to the Owner that to the best of the	(1) · · · · · · · · · · · · · · · · · · ·	5,985,85 88,869,33	.Total Retainago (Unos 5a + 5b or Total In Column I of G705 OTAL EARNED LESS RETAINAGE
\$ 5,555,755,755 \$ 88,869,332,67 \$ 2,098,256,72 \$ 2,098,256,72 \$ 11,481,512,15 \$ 11,481,512,15 \$ 11,481,512,15	of the Contract Fish	State of flow fork County-of New York Subscribed and swom to before Notary Public: My Commission expires:		TANANSE 1. 1075 of Completed Work 1. 1075 of Stand Material 1. 1075 of Stand Material (column con 6703)
State of Algorithms work State of Algorithms State of Algorithms State of Algorithms State of Algorithms Subscribed and swom to before me this of subscribed and swom to before me this of subscribed and swom to before me this of subscribed and swom to be subscribed and swom to be subscribed and subscr	000 2/24//		\$ 7. 91,103,969,00 \$ 9,246,876,07 \$ 100,350,845,07 \$ 94,858,792,29	ginal Consoc Sum t change by Change Orders NTBACT SUM TO DATE (Unc 1 ± 2) TAL COMPLETED & STORED TD ONTE (Column I on G703)
100 ANTE		The undersigned Contractor certifies that Information and belief the Work covered completed in accordance with the Contra the Contractor for Work for which previous payments received from the Owner, and	T ction with the Contract.	NER'S APPLICATION FOR PAYMEN ration is made for payment, as shown below, in conneunation Sheet, ALA Document G703, is attached.
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and helief the Work covered by this Application for Payment has been paid by the Comparator for Work for which previous Certificates that all amounts have been paid by the Contractor for Work for which previous Certificates that all amounts have been paid by the Contractor for Work for which previous Certificates that all amounts have been paid by the Contractor for Work for which previous Certificates that all amounts have been paid by the Contract Documents and the Contract Documents. Date: 5,989,459,47 88,869,332.62 My Commission expires: ARCHITECT'S CERTIFICATE FOR PAYMENT AROUNT CERTIFIED AMOUNT CERTIFIED A		PROJECT NOS: CONTRACT DATE:		512 Soventh Avenue 15th Fl New York NY 10018 RACT FOR:
R PAYMENT The undersigned Contractor conflict bind to the best of the Contractor's knowledge, stateshed. The undersigned Contractor conflict bind to the best of the Contractor's knowledge, information and baller the Work covered by this Application for Payment has been completed in accordance with the Contract Continuous, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments racelved from the Contract Continuous, that all amounts have been paid by the Contract Continuous and that Contract Continuous and the Contract Continuous and the Contract Contract Contractor Stateshed and Amount Certifies to the Contract Con			Cetra-Ruddy	6 CONTRACTOR:
PROJECT NOS: R PAYMENT The undersigned Contractor confider that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been below, in connection with the Contract. S 7. 91.103.989.00 S 8. 9869.332.80 S 9. 174.075.10 S 174.075.10 S 174.05.10 S 174.075.10 S 174.075.10 S 174.05.10 S 174.075.10			PROJECT:	
PROJECT: PROJECT NOS: PROJECT NOS: PROJECT NOS: CONTRACT DATE: CONTRACT DATE: The undersigned Contractor certifies that to the best of the Contractor's knowledge. Information and helief the Work covered by this Application for Payment has been paid by the contract contractor's knowledge. Information and helief the Work covered by this Application for Payment has been paid by the contract contractor's knowledge. Information and helief the Work covered by this Application for Payment has been paid by the contract contractor's knowledge. Information and helief the Work for which previous Certificates for Payment were been paid by the contract Contractor's knowledge. Information and helief the Work for which previous Certificates for Payment were been paid by the Contract Contractor's More than the Contract Contract Payment shown herein is now due. S 1003-06-06-06-06-06-06-06-06-06-06-06-06-06-	Ojanjo		135 West 52nd Street	NDER: Deutsche Bank Trust Company Americas

EXHIBIT F

135 West 52nd Street

Balance to Finish	\$ 11,481,512.25
Contingency	\$ 5,518,487.75
Total	\$ 17,000,000.00

EXHIBIT G

AGREEMENT made as of September 222, 2014 between 135 WEST 52^{No.} STREET OWNER LLC, mainteining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Yanxiang Lu residing at 23/FBLK 41 Begulovilla 550, Victoria Road, Poklulam, Hong Kong ("Purchaser").

Purchaser's Attorney: Jeff Albara, Esq.

Address: Albara & Reed

15 Fisher Lene, Suite 200 White Plains, New York 10603

Telephone: (914) 458 4020 Fax: (212) 201 2133 Email: Jaibara@aibarareed.com

Parcentage of Common Interest: 0.3700% Common Charges; \$777.13 per month

Residential Percentage of Common Interest: 0.4658%

Selfing Agent: Douglas Elliman (Stacy Spielman)

Co-Broker: Town Greenwich LLC (Peler Wel)

Real Estate Taxes: \$1,087.84 per month; B.I.D. Tax: \$10.24 per month;

Sponsor agrees to sell end convey, and Purchaser agrees to purchase, Unit No. BA ("Unit") In the building ("Building' known as 135 WEST 52" STREET Condominium ("Condominium") and located at 135 WEST 52" STREET, New York, New York 10019, together with a 0.3700% undivided Interest in the Common Elements appurtenant thereto, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amended from time to time, the "Declaration") of the Condominium, recorded in New York Courty, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

1. Purchase Price

(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$1,860,000.00, payable as follows:

(i) \$279,000.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in excrow pursuant to

paragraph 5, and (i) \$1,581,003,00, constituting the balance of the Purchase Price ("Balance"), by certified chack of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided. (b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or Issued by a bank or trust company authorized to accept deposite in New York State. All checks in payment of the Durompayment shall be payable to the order of Escrow Agent (as hereinafter delined). All checks in psyment of the balance of the Purchase Price shall be payable to the order of Sponsor or therwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any purtion thereof in "immediately systalishie funds" (i.e. by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Livingston & Cholst LLP, as Escrow Agent" or (as to the Balance) to "135 West 52th Street Owner LLC" or

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Eshibits submitted with the Plan to the Department of Law) and agrees to abide and he bound by the lerms and conditions thereof, as well as all memoments to the Plan dury filed by Sprear (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate bases to be paid by Purchaser (including, without limitation, amendments involving any changes, modifications, or updating of schemics are submitted to the projected Common Charges, the projected real estate bases to be provided under the Plan, any such amendment affecting Purchaser's Collegations hereunder on entil the Plan, any such amendments shall neither excluse Purchaser provided under the Plan, any such amendment and provided in the Plan, any such amendment may be filed by Sponsor challe not right of action egainst Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approved. However, Sponsor shall not have the right to unlitaterally cancel this Agreement except as herein provided (such as in the case of an uncuind defauld by Purchaser) containg the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents thereon in writing or powiners the provisions of the Plan is harely the opportunity to examine all documents and investigate all statements made herein and in the Plan.

investigate all stetements made herein and in the Plan.

4. Personal Property
(a) At classing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), hardware and other features and equipment installed thereta as set forth in the Plan.

Sporaco That the fight to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality end design.

(b) The Unit is being sold unformished, without window bitnds or shades. Furniture, floor coverings, well coverings, to missings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set borth in the Plan. Any floor plans or sketchbes shown to Purchaser (including those contained in the sale except to the extent set borth in the Plan. Any floor plans or sketchbes shown to Purchaser acknowledges and signess that he is not enthing thereons. Sponsor shall not be liable for minor variations from any floor plans or structures.

(c) Sales model spartners may at Sponsor's option, be said furnished at a taler date but will initially be withheld from sale.

(d) These with he to modifications or extense unless agreed to in writing by the parties. All modifications and etherations must be approved by Sponsor in writing end, if approved, shall be performed by Sponsor and Purchaseer).

5. Furchase Monies to be Held in Trust
(a) The law firm of Rosen Livingsion & Choist LLP, with an address at 275 Mediam
(b) The law firm of Rosen Livingsion & Choist LLP, with an address at 275 Mediam
Avenue, New York, NY 10016, Jelephone number 212 667 7770, shell serve as escrow agent
("Esrow Agent") for Sporess and Purchaseer. Esrow Agent has designated the following
alternays to serve as signalorias: Morten H Rosen, Peter I. Livegation, Mary L. Kosmark, Bruce
A Choist. All designated signalenters are settings law in the State of New York.
Nethish the Escrow Agent nor any authorized signatories on the account are the Eponsor,

such payers as Sponsor may direct on notises than two (2) business days prior oral or written notice to Purchaser. At checks small be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payethe directly to the order of the required payet, they may not be endorsed.

(d) Purchaser's payment of the Balance and scospiance of a deed to the full shall consistint Purchaser's recognition that Sponsor has realistable prior and these objects stated in the Plan and this Agreement to be performed by Sponsor prior to closing, and, unless otherwise set forth harein, more of the provisions of the Agreement shall survive the closing, however, nothing contained harein shall accuse Sponsor from performing these obligations of soft prior to the closing, and rolling harein shall be in derogation of the Plan to be performed cutsatequent to the closing, and rolling harein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations based by the Department of Law.

Genoral Business Law, use river to pay the Balance or accept title to the Unit unless ell of the preventions to form of Sale - Prerequisities to Claying of Title' in Part I of the Plan are met concurrently with, or prior to, doeing.

Definitions The following serms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52 D Streat, New York, New York

10019.

(b) "Closing Date", "closing", "closing of little" and words of similar import are used synonymously and mean the settlement of the motival obligations of Spormor and Functioner under this Purchase Agreement, Including the spayment to Spormor of the Purchase Fritze and the delivery to Purchaser of the dead transferring full ownership (fee simple tille) to the Unit on

ine tearing to "processes or one own consumering this ownership (see simple tills) to the Unif on the terms set from this file (agreement. (c) "Condominitum" shall mean The 135 West 62th Street Condominium. (d) "Declaration" shall mean the Declaration of the 115 West 52th Street Condominium establishing condominium ownership of the Property, as some may be amended from time to these.

estionishing concommonum ownership on the Trayerin, as allowing, and the first time.

(e) "Depositiony" shall mean Signature Bank, 300 Park Avisnue, New York, New York 10022.

(f) "Plant" shall mean the Offsethip Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser eighs this Agreement.

(g) "Property" shall mean the Building, the land upon which it is erected and all other improvements thereton more fully described in the Declaration.

(f) "Tifle Insurance Company" shall mean any reputable title Insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings escribed to them in the Plan.

Plan
 Purchaser represents their Purchaser has possessed the Plan and any filed endments thereto at least three (3) business days prior to submitting this Purchase

(a) Put interest in presents must churcheater has possessed the Plan and any Illied amendments thereto at least three (3) business days per to submitting this Purchase Agreement; or (b) in the event Purchaser does not wish to wait times (3) business days i Purchaser has the right to reacted this Purchaser Agreement by sending written notice of his recision to the Sating Agent by certified or registered mail; return receipt requested (and post-marked), or by personal delivery to the Setting Agent, within seven (7) days of submission of (this Agreement time being of the essence to exercise such right of reschedon within such seven (7) day period).

Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Estrow Agent has established the estrow account at Signature Bank, located at 300 Park Avenue, New York, New York (Tannir), a bank authorized to do business on the State of New York. The estrow account is prilled ("Juchaser's Name) Rosen Uvingston & Cholet LLP Eatrow Agent" ("Eatrow Account"). The Eatrow Account is federally marked by the FDC at the mealmum amount of \$250,000 per deposit. Any deposit to excess of \$250,000 will not be instead.

All Deposits received by Purchasser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made psyable to or endorsed by the Purchaser to the order of Rosen Livingsion & Cholist LLP as Escrow Agent.

Any Deposits made for upgrades, extrex, or custom work shall be initially deposited into the Section Account, and released in accordance to the terms of a written agreement between Purchases and Sponsor.

The interest rate for all Deposits made into the Eurow Account shall be the prevailing rate for such accounts, which is aurently 0.2%, Interest shall begin to accrue upon placing the Deposit into the Estorow Account. All transets demed thereon shall be paid to or cradited to the Furchaser at closing. No fees of any kind may be deducted from the Estorow Account, and the Sponsor shall bear all cools associated with the misinterance of the Estorow Account. The Estorow Agreement appended hereto as Exitative.

The Down Payment will not earn interest until the Purchaser's check has been deposted and cleared. Sporacy will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The storest on the Down Payment, as same may be reduced by the Depository's service charge, is herefaster referred to as 'interest'.

Upon the payment and performance by Furchever of all of Purchaser's obligations bereunder and the cranater to Purchaser of little to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all interest on monitos deposited instruct. It is possible that Purchaser may not receive interest on the Down Payment for the ships month in which the other payment is excluded to occur. The Sponsor and Salling Agent will not be liable to Purchaser the amount of auch infrarest or the payment interest, except for any smouth received from the Depository. All funds due to Sponsor and received under this Punchaser. Agreement will be hendled in accordance with Sections 323–42(X) and 352-h of the New York General Business Lew and with Section 71-a(3) of the New York Lien Law.

6. Clossing of Title (a) The clossing of title shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless weived by Purchaser). Sponsor shall have the right, from time, to edjourn such date end time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new tide and time for closing and shall present the control of the new scheduled date and time for closing.

- (b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of

.(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Attorney;

(c) if Purchaser obtains a mortgage loan, Purchaser will pay;

(d) if each activation of the property of the Company of the Company

mereror, (4) If, in commection with this purchase, Purchaser has deall with any broker accept (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees of the purchase in the commission to such broker unless Sponsor agrees.

Purchaser will be negulated to pay a commission to such broker unless Sponsor agrees otherwise in writing;

(vili)Purchaser will pay to Rosen Livingston & Cholet LLP, Sponsor's coursel, a fee of \$2,000.00 for services rendered in connection with proparing the Unit Deed, Unit Owner's Power of attorney, additional closing documents and for coordinating and attenting the closing in the closing (viii) if Purchaser obtains financing and his tender refusers to dose at the critica of Rosen Livingston & Cholet LLP, item the coloring will be held of the critica for result lender's coursel on condition that the closing is held for the City of New Yark and Purchaser pays. Risean Livingston & Cholet LLP, is addition to seld coating fee ast forth above, a travel law of \$500.00 if the closing at held in Manhaltan or \$700.00 if the closing is held in Manhaltan or \$700.00 if the closing is held in Manhaltan or \$700.00 if the closing at held in the Cholet Cholet Cholet Cholet LLP is additional through no fould of Sponsor, than Purchaser shall pay Rosen Livingston & Cholet LLP an additional travel and attendance fee in the same amount se stated above for each stendence:

et

If Purchaser is other than a natural parson, Purchaser will be required to provide

guaranty of Common Charges and other charges due to the Condominium and

will pay Rosen Livingsium & Choist LLP a fee of \$500,00 for preparation of such

(x) V Sponsor arranges a partiel assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Choist LLP a fee of \$1,000.00 for the preparation of the spilet; substitute mortgage and assignment. of moriguige documents; and

Upon cancellation of this Agreement and disposing of the Down Payment and interest thereon in accordance with the foregoing, Purchaser and Spanics will be released and discharged of all further fability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Unit may be sont to encourse as integer in a Agreement nac never seen meves, enu meson accounting to Prumbaser for the proceeds of such sale.

16. Rink of Loss; Caessalty

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's (a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's (a) Purchaser shall not be shall not s

17. Inspection of Unit

17. Inspection of Unit
At least than (10) days before the Batance is to be paid, Sponsor or the Selfing Agent sital:
notify Purchaser that the Unit is ready for inspection. Upon meeting of the notice, Purchaser
shall promptly arrange an appointment with the Sponsor or the Selfing Agent to inspect the unit before the lapse of such len (10) day period. Purchaser or his duty authorized agent shall stand such impaction and shall complete, dels and sign the inspection floor thin the one;
loths as Exhibit is to this Agtreement) and definer aems to the Sponsor or Selfina Agent at the
conclusion of the inspection. Fellow of Purchaser either to arrange such appointment or in
impact the Unit within tan (10) days of receipt of seld onlice or to so tion and deliver the
completed inspection Report shall not excure Purchaser from purity the Besimore when the
(without provision for excrew) and shall constitute Purchasers full acceptance of the Unit.

(d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the deed, the New York City Real Property Transfer Tax end (if explicable) the one (1%) percent "margion tax";

(a) Purchaser will pay to 135 West 52rd Street Condominium an amount equal to two (2) months. Common Chimpes to the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution on the Working Capital Fund.

All of the altermentationed costs, fees and charpes are cumulative.

The payment described above shall be payable at or prior to the Closing by Purchaser's unexdersed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Spontor, by whe transfer,

14. Power of Attorney to Condominium Board, Sportsor, Retail Unit Owner and

Commercial Unit Devices and Commercial Unit Devices and Geliver in the representative of the United Section Se

15. Events of Default

(a) The following shall constitute "Events of Default" hersunder:

(ii) Purchaser's failure: to pay the Buisnes on the Closing Date designated by Sponsor Direction of the Constitution of the Constitution

or expenses payable to Sponser or Rosen Livingston & Cholet LLP pursuant to paragraphs 12 and 13 above; or control to the cont

However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Doligations of the Sponsor".

Except at otherwise sel forth in the Declaration and By-Laws, Purchaser acknowledges that (f) the Unsold Residential Units, the Commercial Units and the Relati Unit may be used for any lewird purpose and (fi) the Condominium Board, and the Residential Unit Owners do not have any right its approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Relatil Unit or any part thereof. This paragraph shall survive the approach affects.

18. No Representations

Purchaser acknowledges that Furchaser has not relied upon any architect's plans, sales plans, formatinings and flotuders contained in model units, setting brochoves, advantagements, representations, were made to settlements or ostimates of any nature what securely whether written or one, made by Sponsor, Setting Agent or others, including, but not limited to, any relating to the disscription or physical condition of the Proparty, the Building of the Unit, or the size or he dimensions of the Unit, or the rotons or closest therain contained or say other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common or the Property and projected or any other physical orders and projected real states based for the Unit, the right to say income lax deduction to early real estate leases or mortgage interest paid by purchase, or any other information relative to this purchase of the Unit, except as may be appellicably represented herein or in the Plan Purchaser's device of the Unit, except as may be appellicably represented herein or in the Plan (Purchaser's having reliad on Purchaser's own examination and invastigation thereof). No person has been authorized to make any representations on behalf of Sponsor. No only any sponsor or statements, shall be considered a part of this Agreement. Purchaset agency (9) to purchase the Unit, without offices or any otam against or liability of, Sponsor, whother or orly any largout or dimensions of the Unit or erip part thereof, or of the Common Elements, as shown on the foor plans, is accurate or correct, provided the layouts and dimensions conform absolutation of the Sponsor shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or enter. The provisions of this paragraphy healt survive the closing of title.

of the paragraph shall survive the closing of this,

18. Negotiable Torms

Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchases are substantially more beneficial purchases terms than those offered or given to other purchases. As a result, Purchases may not benefit from e more fevorable purchases term given to another purchases and will not have the right to result of this Purchases. Agreement or recover his Down Payment or any other anount for not being given such benefits. The takewing is a list of only some of the purchase terms which may be negotiated purchase price; the amount of the Down Payment the right of a purchase to cancel the Purchase Agreement and recover the Down Payment for faiture to obtain financing or to classe by a specific date; the alosing olde and minimum notice required to schawlate the closing upgraded appliances, fixtures or equipment or other alterations, Improvements or additions to be performed by and at the expense of Sponsor; exusuing a purchaser for closing casts and/or periodise for closing size; langer time periods to pay or perform obligations under the Purchase Agreement; elimination of time of the exercing proteious, price or common charge rebetes; assumption of payment of, or guarantee of, common charges for a given puriod; Sponsor financing (provided en animandment to the Plan containing the terms thereof is duly financing elements) or Purchases price for description; to install appliances or fothers and granting to Purchaser the benefit of any one or more favorable terms offered or given to another purchaser.

Punchaser's money, and may not be comingled with any other money or piedged or hypotheceted by Spansor as per GBL § 352-h.

Under no dircumstances shall Sporaor seak or accept release of the Deposit of a defaulting Purchaser unit after consumeration of the Plan, as evidenced by the exceptance of a post-clowing amendment by the New York State Department of Law. Consumeration of the Plan does not relieve this Sporaor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-b.

J. The Excrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or

(b) in a autosequent writing signed by both Sponsor and Purchaser, or

(c) by a final, non-appealable order or judgment of a court.

(6) by it man, non-expressions or target in pagmann or a count.

If the Escrow Agent is not directed to release the Dupoeit pursuant to paragraphs (a) through (c) shows, and the Escrow Agent receives a request by either party to release the Dupoeit, there has not provided the party of the Escrow Agent has not received notion of all gives before misseling the Dupoeit, if the Escrow Agent has not received notion of algorithm to the release of the Dupoeit prior to the expiration of the fluirty (30) step partial, the Dupoeit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives it written notice to both parties informing them of said release, if the Escrow Agent shall provide provided the Dupoeit shall shall have been also determined the Escrow Agent shall continue to hold the Dupoeit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwitistanding the foregoing, the Escrow Agent shall not the night at explain the Escrow Agent shall not the night at explain the Escrow Agent shall not the night at explain the Escrow Agent with the circuit of the County where the Unit is located and shall give written notice to hoth parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchase: who timely respinds in accordance with an offer of respission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrew Account to determine compliance with all applicable statutes and regulations.

K. Any provision of the (Purchese Agreement/Eurow Agreement) or separate agreement, whether orat or in writing, by which a Purchaser purports to writive or, indemnify any obligation of the Escrow Agent holding any Deposit in host is ebsolutely void. The provisions of the Attorney Generate regulations and GRL §§ 352-cipocening escrow trust funds shiell prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendants therato.

L. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

i.	Y WITNESS WHEF	EOF. the parties to	s is executed that A	green more to the transfer	٠.
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SPONSOR:	PURCHASEP
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- M. A fiduciary relationship shall exist between Escrew Agent and Purchaser, and Escrew Agent exhonorisedges by faluciary and statutory chigations pursuant to GSB, \$5,502–6;2-6) and 352(h).

 N. Escrew Agent any rely upon any paper or document which may be submitted to it in connection with its delies under this Purchase Agreement and which is believed by Escrew Agent to be genuine and to have been signed or presented by the proper party or paties and Agent to be genuine and to have been signed or presented by the proper party or paties and statutory objects and statutory of the proper party or paties and containing the proper party or paties and followers object to the form, execution, or saliety bereof.

 O. Sponsor signes that it shall not interfers with Excrew Agent's performance of its feduracy delices and statutory obligations as set frort in GSB, \$532–6;2-b) and 352-(h) and instead of the Agent to the Agent to

38. Counterpari Signatura Pagea

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or pot and such shall be desired originals.

(Signature page follows)

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PURCHASE AGREEMENT

AGREEMENT made as of September <u>I.K.</u>, 2014 between 135 WEST 52^{NO} STREET OWNER LLC, maintipring an office at 512 Seventh Avenua, New York, New York 10018 ("Sponsor"), and Bryan Villanueva and Jennifer Villanueva residing at 3C Ford Avenue, Holland, 268727, SINGAPORE ("Purchaser"). Chestric Jicita

Purchaser's Attorney: Timothy Costello, Esq.

Address: Costello & Associates, P.C.

Sandy Schuantz Schuantz, Levine & Kaplan Pllc T Penn Plaza, Suite 210

260 Madison Avenue, 15th Floor

((44) 518 - 7273 × 10 | New York, New York 10016 Telephone: (212) 755 - 4321 Fax: (212) 755 - 2806 | Email: tim@c-e-law.com

NY NY 10001

Percentage of Common Interest 9.3900% Common Charges: \$837.58 per month Residential Percentage of Common Interest: 0.5020%

Lot 1048

Co-Broker: Knight Frank (Louisa Yap) Real Estate Taxes: \$1,172.45 per month; B.I.D. Tax: \$10.79 per month;

Sponsor agrees to sell and convey, and Purchaser agrees to purchase. Unit No. 18F ("Unit") In the building ("Bullding") known as 136 WEST 52^M STREET Condominium ("Condominium") and located at 135 WEST 52^M STREET, New York 10019, together with a 0.3900% undivided interest in the Common Elements appurtenant Nerrato, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Ownership (as the earne may be amended from time to time, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

1. Purchase Price

Purchase Price

(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$2,000,000.00, payable as follows:
(§ \$300,000.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escriow pursuant to paragraph 5; and

collection, the resolut of which is helicity distributed by the third collection, the provided in this paragraph 5; and (ii) \$1,700,000.00, constituting the balance of the Purchase Price ("Balance"), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency end be drawn on or issued by a bank or trust company authorized to accept deposits in New York State. All checks in payment of the Datance of the Purchase Price shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser for pay the Balance or any portion thereof in "immediately available funds" (i.e. by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of 'Rosen Livingston & Cholst LLP, as Escrow Agent' or (as to the Balance) to *136 West 52th* Street Owner LLC" or auch payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York

Clearing House Association. All checks must be psychic directly to the order of the required payers; they may not be endorsed.

(i) Purchaser's payment of the Belance and acceptance of e-deed to the Unit shall control Problems's prosprishen that Sponsor has estifactorily performed those collegations and the Problems's prosprishen that Sponsor has estifactorily performed those collegations and which the size and this Agreement for the problems of this Agreement shall survive the closing and, unless subjective sed forth heavier, more of the provisions of this Agreement shall survive the closing and payers by state heavier for the Plant to be performed subsequent to the closing, and only agrees better than the desired of the rights of Purchaser under Article 22-A of the Spanish Bushness Law, the Plant or the applicable Regulations issued by the Department of the rights of the Unit solved by the Department of the Plant or the spanish Regulations issued by the Department of the Plant or the spanish Regulations issued by the Department of the Plant or the spanish Regulations issued by the Department of Seine - Profrequisities to Closing of Title" in Part 1 of the Plant or met concurrently with, or prior to, closing.

2. Definitions The following terms shall have the meanings ascribed to them:

(e) "Bulking" shall meen the bullding located at 136 West 52^{kD} Street, New York, New York 10019.

10019.

(Dischip Date: "clowing", "Gosting of the end words of similar import are used promotely end mean the settlement of the mutual obligations of Sponsor and Purchaser and the Landson Agreement, including the purposer of the Purchaser Prize and the derivent the Purchaser of the deed invarianting distribution of the Purchase Prize and the derivent to Purchaser of the deed invarianting distribution to the simple of the bull to the terms set of both in this Agreement,

(d) "Condominium" shall mean The 135 West 50. Street Condominium.

(d) "Dead-order" shall mean the Dead-ention of the 135 West 52. Street Condominium satisfabiling condominium-invariantship of the Property, as same may be amended from time to time.

time.

(b) "Depository" shall mean Signature Bank, 500 Park Avanue, New York, New York 10022.

(c) "Pain" shall mean Signature Bank, 500 Park Avanue, New York 10022.

(d) "Pain" shall mean to Clerting Plan for Condomittern Ownership of the Property and the State of the York.

All other tarms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

Plan
 (a) Purchaser represents that Purchaser has possessed the Plan and any filed endiments thereto at least three (3) business days prior to submitting this Purchase

amendments thereon is local (miss (3) declines upy pure to solutions days) Purchaser has the Approximation (b) in the event Purchaser does not wish to well three (8) luminoses days) Purchaser has the right to record titls Purchase Agreement by sending written notice of the recolation to the Selling Agami by certified or registered mell, return receipt requested (and post-instruct), or by personal dollary to the Selling Agamt, within seven (7) days of sufficient on the Agreement (time being of the essence to secretice such right of resolvation within such seven (7) day entirely.

period).
(c) Purchaser hordry adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents sat forth in Part II of the Plan and Parts A and B of the Eshibits. 2

submitted with the Plan to the Department of Law) and agrees to abide and be bound by the ferror and conditions (licerar), as well as all amendments to the Plan duty flied by Sponsor (including, without Installation, arrandments Introlving any chenges, modifications, or updating of the protesses, the state of carried charming Chapters, the protected real estate taxes to the paid by Purchaser, or state of a Cardonnium Department. Department of the carried the Braudget for the Pind Year of Condominum Department. Department, and the carried the Cardonnium Department, and the carried the Cardonnium Department, and the carried the Cardonnium Department, protected under the plant, and public amendment shall not be carried to the cardonnium department of the Cardonnium Cardonni

Investigate all statements made herein and in the Plan.

4. Personal Property
(a) Al closing, the Unit Will continue only timas applicances, countertops, cabinets, flooring,
saints, ventities (if any), air conditioning units (if any), hardware and other fidures and equipment
stetalised thereins are off off in the Plan.

Sporcer has the right to substitute
Sporcer has the right to substit

5. Purchase Monles to be Held in Trust.

(a) The law firm of Rosen Unique to A Cholst LLP, with an address at 225 Madison (a) The law firm of Rosen Unique to A Cholst LLP, with an address at 225 Madison (Approx.) No York, NY (1905, felephren number 212 567 7770, shall serve as accrow agent of Clascrow Agent, No Sponsor end Purchaser. Excurve Agent, has designated the following attempts to see a approximate, Morton LROsen, Peter L Uniqueton, Mary L Kowmark, Bruce Addresses and Agent, No A Chook and Agent, Marchives are scinitified to practice away in the State of New York. Nother the Escrow Agent, nor any suthorized signatories on the account are the Sponsor, Sallian Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the brogeting.

(b) The Escrow Agent has sets/flahed the escrow account of Signature Benk, located at 300 Park Avenue, New York, New York ("Bank"), a bank suth-orized to do business in the State of New York. The escrow account is entitled "Proclasses" have Rosen Unrigidon & Divident LIP Escrow Agent ("Escrow Account"). The Escrow Account is efficiently insured by the FDIC at the maximum emount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made psyable to or endowed by the Purchaser to the order of Rosen, Livingston & Cholet LLP as Excrew Agent.

Any Deposits made for upgradee, satins, or custom work shall be initially deposited into the Section Account, and released in secondance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escribl Account shall be the prevailing rate for such accounts, which is currently 0.2%. Infarest chair beight to accrue upon placing the Deposit into the Escribl Account. All thissest sented through that be paid to or credited to the Purchaser all closing. No fees of any limit may be destuded from the Escribl Account, and the Sporton trial bear all crude seasociates with the maintenance of the Escribl Account. The Escribl Account.

This Down Payment will not earn interest until the Purchaser's check has been deposited and cleaned. Sponsor will be isable to Purchaser only for the amount of interest actually received from the Depository (which interest any be necessary by the Depository's emotice charge). The interest on the Down Payment, as same may be reduced by the Depository's service image, be included to referred to as filtered.

Upon the payment and performance by Purchazer of all of Purchaser's obligations hereunder and the Imansfer to Purchaser of tills to the Unit, Spormer will institut the Depealory to pay to Purchaser arry and ell interest on monies depealed hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entire month in which the closing is scheduled to oracin. The Sponsor and Sailing Agent will not be islable to Purchaser for the amount of such interest or the peryment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 325-4(3)) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

6. Closing of Title (a) The closing of title shall occur on the side and at the time and place in the City and (State of New York as Sponsor shall designate to Purchaser on not less then think (30) days' prior written notice (unless waired by Purchaser). Sponsor that the property of the time, to adjourn such date and time for clearing on the Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall by a owner and an order of calling on a shall by Purchaser not also than the (10) days' prior written notice of the new scheduled date and time.

for cleaning.

Pyrcharger shall be antilled to one (1) adjournment of the cleaning not to accept fine.

By days (the "Adjourned Cleaning Date"). The cleaning adjustments striked in section (2)(c) shall not section (3)(c) shall not secret unless Pyrchaser (fells to close on such Adjourned Cleaning Date. Such

plicable) are based on rates in effect on the date of the Plan and are subject to change incut prior notice:

(a) If Purchaser ledds to obtain fee title Insurance, Purchaser Will pay a premium to the title insurance requested. A lower combined rate may be evaluable in repeating upon the title insurance requested. A lower combined rate may be evaluable if and marging substance are referred (insurance to the product).

(b) Purchaser Will, pay at (see for recording the Unit Deed-end the Unit Owner's Power of immer.

(a) Furbraser obtains a mortgage toen, Purchaser will pay:

(b) If Purchaser obtains a mortgage toen, Purchaser will pay:

(c) If Purchaser obtains a mortgage toen, Purchaser will pay:

(ii) a fee and service obtains for recording the mortgage;

(iii) a mortgage recording tax in the following amount:

(a) for Residential Units, 2.05% of

feduction, or 2.175% for a mortgage covering a Residential Unit equal to \$50,000.00 or more,

less \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage toen than

\$500,000 or 2.20% for a mortgage covering a non-residential Unit of a mortgage the finance is increptived by Purchaser's lender, an additious inperture for insuring the mortgage toe insurance is increptived by Purchaser's lender, an additious inperture for insuring the mortgage lend.

insuring the mortgagesis Interest in an intrastit equal to the principal loss.

(b) If majorist by Purchaser's lender, deposits for Common Charges, real satale lates and essessments in an initial amount end in such monthly some after closing as required by the sender the amount of which monthly deposits may be cleanaged psindicially by the faces). The amount to be initially deposited at closing end the amount of the monthly to the results payable cannot now be determined ead will depend upon the poticise of the iender, he number of months meaning between the closing of tills and the detailing which the set exists of the closing of tills and the detailing of tills exhibit the set of the amount of the transport in positions when prevails, and (i) all other closing oots and expenses required to be paid to, or on behalf of, such lender (which could and expenses may include the fees of such lender's connect), in amounts to be determined by the lander. Sporsor makes no representation or warranty as to the aution and it is recommended that Purchaser consult with a representative of his lender with respect.

and it is recommended that Purchaser consult with a representative of its leaded with respect flowers).

(10) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any officer sinker who has been engaged in writing by Sponsor, then Purchaser will be reguled to pay a commission to such bother unless Sponsor agrees ofherwise to writing.

(A)Purchaser will pay to Rosen Livingsion & Chiclet LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Alboray, additional clearing decoraments and for enordinging and ethering the cloning in Purchaser sharps, additional clearing decoraments and for enordinging and ethering the cloning (ii). If Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Chicke LLP, then the closing will be held at the office of Rosen Livingston & Chicke LLP, in addition to acid closing fee set forth above, a travel (see of \$500,00) if the closing is held in Manhatiston of \$700.00 if the closing is held in sunother borassity. If the closing stateded by a representative of Rosen Livingston & Chicke LLP an additional travel and standardore fee and the same sunound as stated above for each closing control of the closing is feel in sunother borassity. If the closing stateded by a representative for Rosen Livingston & Chicke LLP an additional travel and standardore fee the the same sunound as stated above for each alternation;

(viii) If Punchaser is other than a natural purson, Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Coordonivium and

nce; if Purchaser is other then a natural person, Purchaser will be required to provide and guaranty of Common Charges and other charges due to the Condominium and

decreed to have vertex (is right to sure Purchaser on the dishonared or uncollected check; or (i) allow Purchaser thirty (30) days in which to make good Purchaser's Down Peyment and if Purchaser falls to so to with such thirty (30) day period, to see Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be fable to rethniume Sporsor for all ligation cases and other case of citedoria. Upon cancellation of this Agreement and disposing of the Down Payment and Inferest ligation candense with the temporing. Purchaser and Sporsor will be released and discharged of all torther fability and obligations hersunder and under the Plan. These that, the Link may be seld to another as though this Agreement had never been made, and willhout accounting to Purchaser for the proceeds of such sele.

Unit may be soid to another as mough this Agreement and never been make, and willrown accounting to Purchaser for the proceeds of such sele.

16. Risk of Loes; Casually and Purchaser of the proceeds of the Unit por to store any of Purchaser's familiar or hebrigings there is will be dead to failure of hebrigings there is will be dead to failure of hebrigings there is will be dead to failure of hebrigings there is will be dead to failure of the proceeds of the proceeds of the process of the process

17. Inspection of Unit
Assistent, (10) dyes before the Balance is to be paid, Sponsor or the Selling Agent shell
notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser
shell promptly errange as exploitment with the Sponsor or the Selling Agent to inspect the Unit
before the Ispace of such than (10) day period. Purchaser or his duty authorized agent shell
sellend auch Inspection and shell complete, date and sign the Inspection Report (in the form set
forth as Exhibit 9. to this Agreement) and defiver same to the Sponsor or Selling Agent at the

Purchaser Will pay Rosen Livingston & Cholet ILP a fee of \$500.00 for preparation of such

Purchaser will pay Rosen Lightgston & Choist LLP a fee of \$500.00 for preparation of such Standards.

(int \$5 porset arranges a partial assignment of encrytage from its construction lender see that Purchaser are can exeld paying mortgage face. Purchaser shall pay Rosen Livingston & Choist LLP a fee of \$1,000.00 for the propersition of the splitter, substitute mortgage and assignment of mortgage documents, and of mortgage documents, and (g) Purchaser will pay the New York State Real Estate Transfer Tax. (documentary stamps) be infinited to be dead, the New York State Real Estate Transfer Tax and (if explicable) the one (1%) percent "marsion tax", (e) Purchaser will pay to 135 West 52" Street Condominium an amount equal to two [2], mention Common Changes for the Unit by Purchaser's good personal cardified check or efficial assister's or back check as a contribution to the Vicking Capital Fund.

All of the afformershipsed books and thoughts are contributions.

The payments described of she for a tributation to the one of the Chasing by Purchaser's unendoment, parameter out of the Chasing by Purchaser's partly, or fine circular by the Sponsor, by who totaliner.

Condomination Department** Departm

14. Power of Attorney to Condominium Board, Eponaor, Rebill Unit Diwner and Commercial WhitDowness
At closing, Punchauser shall expoute, acknowledge and deliver to the representative of the title insurance company hauting Punchaser's title to the Linit (or, if no representative is present, then to Spranor's turney, for according to the New York Chip Registry Office a Power of Attorney in toron of Condominium Board relative to punchasing or leasing of Recibiotinal Unit Owner and the Commercial Unit Owner and the permitted that the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Epondominium Board.

15. Events of Default
(a) The following shall concittule "Evants of Default" harvander:
(b) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 5 havets or to limby pay the applicable Rosen Livingston & Chold LLP closing See or any expitable three-lead attendance fee or any other closing control and strength of a strength of the Control of the

closing text or any explicable haved and attendance fee or environt closing costs, adjustments or expenses psychole to Sponsor or Rosen Lidingsten & Cholet LLP pursuant to paragraphs 12 and 13 abover.

13 abover.

15 purchaser's faller to collection of Purchaser's Down Psyment check; or (1) purchaser's faller to post, perform, or observe any of the other obligations between the collection of an Evol of Default, Sponsor shell be entitled, in its side and absolute discertion, to cancel this Purchaser Agmement by giving Purchaser written notice of cancellation. It Sponsor election to consol. Purchaser shall be entitled, in its side and absolute discertion, to cancel this Purchaser Agmement by giving Purchaser written notice of cancellation. It Sponsor election to consol. Purchaser shall have thirty (30) day period, then this Agmement shall be deemed canceled and Sponsor shall nave the right to retain, as and for ligitation demands. The interest of purchaser shall have the right to retain, as and for ligitation demanges, the Downgayment. Any airmain sexcess thereof, together with any Informat thereon shall be returned to Purchaser after cancellation. Notwithstanding the foregoings, if Purchaser's check its preprient of the Down Psyment is disknoround or falls of callection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel the Purchaser and not (i) that disknoround are falls of callection.

conclusion of the Inspection. Failure of Purchasar either to strongs such appointment or to inspect the Unit within ten (UI) days of needed of said notice or to so sign and defiver the condition in proposition Report shall not excuse Purchasar from purplying the Balance when due introduced provided provided in the according and their condition provided in the according to the section of the Plan entitled Rights and Obligations of the Sponsor".

Except as officewise set both in the Dedoration and By-Lawar, Purchaser admonstration (i) the Unstadd Residential Lints, the Commercial Units and the Retail Units may be used for any least purpose and (ii) the Condemitiant Board, and the Residential Unit Deserts do not dress any right to approve the use or any changes in the use of the Unstadd Residential Units, the Commercial Units and the Retail Units or any property than the Commercial Units and the Retail Units or any property the passages and units of the Retail Units or any part themsor. This passages that curries the

cleating of ritite.

18. No Representations
Purchaser actions/edges that Purchaser has not related upon any architects plans, saless
plans, furnishings and incluses consistent in model unds, scaling brochuses, advantisements,
representations, warrantifies, editeriorists or estimated on the order of any nature whethere we describe the representations, warrantifies, editeriorists or described in the property of t

19.Negotiable Terms

Springer reserves the right, in its zele and absolute descrition, to respotish on an individual

Springer reserves the right, in its zele and absolute descrition, to respotish on an individual

terms with each purchaser aubsternially more beneficial purchaser learns than those offered or

iterative with each purchaser. As a result, Purchaser may not benefit from a rone tecomi
purchase term given to another purchaser and will not have the right to reactive the purchaser terms of the purchaser than the response of the purchaser than the right of a purchaser to cancel the Purchaser

ince, the emount of the Down Payment for a purchaser to cancel the Purchaser

Agreement and recover the Down Payment for faiture to distait financing or to close by a

Agreement and recover the Down Payment for the purchaser cachedule the closing upgraded

appliances, fixtures or equipment or other electricies, improvement or

performed by and the expense of Sponsor, excalating a purchaser from closing costs and/or

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referred to the New York State Department of Lew, Real Estate Pinance Bursou, 120 Breatway, 23rd Floor, New York, N.Y., 10271. Reactasion shall not be effected where proof satisfactory to the Altimory General is submitted establishing that the Department is limitly placed in the Enerow Account in exceedance with the New York State Department of Lew's negatisticps concerning Depositis and requisits notice was timely mailed to the Purchaser.

- H. All Deposits, except for edynancia made for upgraties, extrue, or custom work received in connection with the Princhase Agreement, are and shall confinue to be the Pruchaser's money, and may not be borningled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Uniter no chountstances shall Sponsor seek or except release of the Deposit of a defaulting Parchaeur utili after consummation of the Plan, as evidenced by the exceptance of a post-decling suscendment by the New York State Department of Law. Consummation of the Plan does not trillers the Sponsor of its celligations pursuant to GBL §§ 332-e(2-b) and 302-b.
 - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
 - (b) in a subsequent writing signed by both Sponsor and Purchaser, or
 - (c) by a final, non-expectable order or judgment of a court.

If the Excove Agent is not directed to release the Deposit pursuant to paragraphis (a) through (c) above, and the Excove Agent accesses a request by either perty to release the Deposit, then the Excove Agent accesses a request by either perty to release the Deposit, then the Excove Agent mat play both the Purchaser and Sporsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Excove Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period to both parties informing term of said release. If the Excove Agent chain provide to be a second of the Copy and the Agent accesses a written recition on either party objection to the release of the Deposit within said little (30) day person, the Excove Agent and confirms to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Note this tainful the foreign, the Excove Agent shall provide the Deposit contained in the Excove Account with the clock of the county where the Unit is focated and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

- (a) a Pundasser who timely resided in accordance with an offer of residesion contained in the Plan or an Amendment to the Plan; or
- (t) all Purchasers after on Amendment abandoning the Plan is accepted for filing artment of Law.
- The Department of Law may perform random reviews and audits of any records involving the Escriew Account to determine compliance with all applicable statutes and regulations.

17

"questried information" or such an "exchange accommodation (Scholder" provided that Purchaser shall remain primarily lable under this contract), and Seller sometic to excoure and deliver all such decomments and references as Suchaser may resonably require in connection threwolfs, provided, destruction in Suchaser's, ability or inability to so structure and quality the formation recommended by this contract shall not inspain purchaser's and pull remainty saller with respectation are consistent of Closing and (2) Purchaser's and intermity saller with respect to any costs incurred in other processing and (2) purchaser's and intermity saller with respect to any costs incurred in contraction with proposed sychemost respectation.

(Signature page follows)

- K. Any provision of the [Purchase Agreement/Eurow Agreement] or separate agreement, whether one or in writing, by which a Purchaser purports to waive or indemnity any obligation of the Eurow Agent holding stry Deposal in truel is enabletly void. The provisions of the Affarms Generalit regulations and GEL §§ 352-c(2-b) and 352-b ennoeming encow trust funde shall prevaid over any examiliating or increasacterit provisions in the Purchase Agreement, Pien, or any semadement they examiliate the Eacrow Agent shall maintain the Eacrow Account under its direct supervision and control.

- Funzasso Agreement, "with, or any sensoment theorie.

 Control L. Eactow Agent shall melatian the Epcow Account under its direct supervision and control.

 A. A flatchary relationship shall ential between Escrow Agent and Purchaser, and Econow Agent and conventages in faunciery and statisticity obligations pursuant to CRI. §\$ 322-422- b) and 352(b).

 Eacrow Agent accordance is faunciery and statisticity obligations pursuant to CRI. §\$ 322-422- b) and 352(b).

 Eacrow Agent under his Purchase Agreement and which it is between the shall not be genuine and to have been signed or presented by the proper party or parties and shall have no Bability or respectability with respect to the focin, association, or validity thereof.

 C. Sponsor shall obligations are settled to the focin, association, or validity thereof.

 P. Sponsor shall obligation as set from the CRI. §\$ 322-4(2-4) and 32-4(1) earlier to the CRI. §\$ 322-4(2-4) earlier to the

This Agreement may be executed in one or more counterperts, each of which shall be seemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be concuted by facularity or put and such shall be deemed originals.

39, 1831 Exchange

Purchaser shall have the right to structure the transaction contemplated by this nontreal so that it qualifies under the exchange provisions of Section 1931 of the Internal Revenue Cate. In the event Purchaser elects to structure (this transaction so that it resultings under such provisions, Seller shall use commercially reasonable efforts, to commerce with Purchaser to connection with efforts to effect the such consistence of the such contemplation. The best of a "qualified intermediato" or an "sexbange seconngoletion filleholder" within the mesoning of the lumper Tax Reculations, and restrict of the such as the provision of the such as the such a

1B

IN WITNESS WHEREOF, the parties have executed this Agreement as of the data first PURCHASER:

SPONSOR: 135 WEST 52ND STREET OWNER ILLC

By:____ Mayer Chetrit, Principal

(Purchaser) Date Accepted:

Purchaser acknowledgee:
Receipt of Offsding Plan and
Amendments at ______(A.M.)(P.M.)
on ________, 2014; and

Delivery of Purchase
Agreement and Check for
Down Payment at (A.M.XP.M.)
on 1/110 2014

(1 butoniero

Mujanuer

UPNALIFER VILLANUEVA Willarusa

EXHIBI	ΤВ	
неявстном	DE	oob.

Data: 135 West 52st Street Owner LLC 512 Seventh Avenue New York, New York 10018

Re: Unit 135 Wasi 52 Street Condominium 135 Wasi 52nd Street New York, New York 10019

Gentlement:
This is to confirm that based on the underlighted's personal inspection of the above referenced.

Unit, I (eve) have found the Unit, its floore, wails, doors, futures, appliances, equipment, benthere and ell other froms lated below, to be in good and estimated youngtion, free of chips, mans, scretzies, breaks or other defects, except for those matters (if any) expressly noted below under exceptions* regulating reput, adjustment or correction:

	item Exceptions (if any)	Purchaser's Initials
1.	Unit Interior: (a) Walls:	
	(b) Fluors:	·_
	(c) Callings:	
	(d) Windows:(glass, assh, pane, sit, etc.)	<u> </u>
	(e) Doors:	
	(i) Electrical foduces:	
	(g). Painted surfaces:	
	(h) .Kilchen cabinets:	
	(i) Appliances:	
	(j) Kitchen sinkt	
	(k) Madicine cabinets:	
	(doors & mirror) (i) Vanities:	
	1	13

	item	Exceptions (if any)	Purchaser's Initials
	(m)	Bethmon strks:	
	(ŋ)	Water closet:	
	(a)	Bathlubs:	
	(p) (q)	Buthroom tile:	
	(1)	(doorbell, doorknob, fauceta, locks, etc.)	
2.	Gen	enal Operating Condition;	
	(e)	All Dognic	
	(b)	Al Windows:	
	(c)	All Plumbing:	
	(4)	All Herdware:	
	(e)	Other:	

The undersigned will sign and deliver to you a separate sintement, signifying my (ous) assistancies with each liter excepted above (if smy), immediately upon the completion of the rapes, adjustment or correction of same. The undersigned understands and agrees that you shall not be objected to make any repairs, eductorents or commonisms to the Unit or any portion thereof or its factures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undessigned, except as to those items (it says) expressly assupted above and your obligation regarding any such excepted from a final desserting on the completion of the regard, adjustment of contraction from the obligations to correct of contractions are stated required in the section estimate from a final desserting of the state required in the section estimate from contraction on contraction on the contraction of the contraction of

Agreed To: 135 West 52rd Street, Owner LLC Purcheser's Signature Purchaser's Signature

PURCHASE AGREEMENT

AGREEMENT mede as of March 3, 2015 between 135 WEST 52^{th0} STREET OWNER LLC, maintaining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Ms. Lihul Oeng residing at 28 Long Guan Dong Road, Shenzhen, China ("Purchaser").

Purchaser's Attorney: Oylan Chan, Esq. Address: Dylan Chan Lew Firm 139 Centre Street, Suite 822

New York, NY 10013

Telephone: (212) 274 9930 Fax: (212) 274 9613 Email: mail@dchanlaw.com

Percentage of Common Interest: 0.5009% Common Charges: \$1,222,52 per month

Residential Percentage of Common Interest: 0.6728%

Selling Agent: Douglas Elliman (TD Team)

Co-Broker: Lin Pan Realty (Jing (Andy) Wang)

Real Estate Taxes: \$1,571.33 per month; B.I.D. Tax: \$13.83 per month;

CNOT EXAMPLE (AMEX. 31,971.00 per morth); BJ.IJ. (AX. 31,38) per month); BJ.IJ. (AX. 31,38) per month); In the building ('Building') known as 135 WEST 52^{MS} STREET Condominium ('Condominium') and located at 135 WEST 52^{MS} STREET, New York, New York, 1001s, together with a 0.5000% undivided interest in the Common Elements expurtenant hereats, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amended from time to time, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws') of the Condominium.

Purchase Price

 (a) The purchase price, exclusive of closing adjustments and costs referred to in
 Paragraphs 12 and 13 below (Purchase Price*) Is \$2.725,000.00, psyable as follows:
 (i) \$408,750.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to

conscionn, we receipt or written is hereby acknownedged, to be fleet in escrow pursuant to paragraph 5; and (ii) \$2,315,250.00, constituting the balance of the Purchase Price (Balance*), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or frust company authorized to accept depositis in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thereof in "Immediately available funds" (i.e. by wife Iransfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Livingston & Chotst LLP, as Escrow Agent" or (as to the Balance) to "135 West 52.00 Street Owner LLC" or

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents self orth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Law) and agrees to able and he bound by the terms and conditions thereof, as well as all amendments to the Plan duly filled by Sponsin (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schedule B Paudgel for the First Year of Condominium Operation*. Except In the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendment shall nothing excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or useful against the Purchaser Price or adam or right of action against Sponsor, and any such amendment may be filled by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unfillaberally cancel this Agreement except as herein provided (such as in the case of an onucured default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In one event of any inconsistency or conflict between the provisions of the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents and investigate all slatements made herein and in the Plan.

A. Personal Property

(a) At Jossing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, venittee (if any), air conditioning units (if any), hardware and other fixtures and equipment installed therein as set forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of liose referred to in the Plan provided only that the substitutions are of equal or better quelify and design.

(b) The Unit is being said unfumished, without window blinds or shades. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including bose contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any floor plans or structures.

(c) Sales model apartments may, at Sponsor's option, he sold furnished at a later date but will initiately be withheld from sale.

(d) There will be no modifications or extres unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the mannar to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

6. Purchase Monies to be Held In Trusi (a) The law firm of Rosen Livingston & Cholst LLP, with an address at 275 Madison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories; morton H Rosen, Peter I. Livingston, Mary L., Rosmark, Bruce A. Cholst. All designeted signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor,

such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required

Clearing House Association. All checks must be payable directly to the order of the required payae; they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 2.3.4 of the Genoral Business Law, the Plan or the applicable Regulations issued by the Department of Law.

Law.

(a) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisities set forth under "Terms of Sale - Prerequisities to Closing of Title" in Part I of the Plan are met concurrently with, or prior to, closing.

2. Definitions The following terms shall have the meanings astribed to them:

(a) "Building" shall mean the building located at 135 West 62^{NO} Street, New York, New York 10019.

10019.

(b) "Closing Date", "closing", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set torth in this Agreement.

(c) "Condominium" shall mean The 135 West 52¹⁰⁰ Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52¹⁰⁰ Street Condominium establishing condominium ownership of the Property, as same may be emended from time to line.

establishing condominium ownership of the Property, as same may be emended from time to (inc).

(a) Depository shall mean Signature Bank, 300 Park Avenue, New York 10022.

(f) "Plan' shall mean the Officing Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser algas this Agreement.

(g) "Property" shall mean the Building, the land upon which it is erected and ell other improvements thereon more fully described in the Dectaration.

(h) "Title Insurance Company" shall mean any reputable title insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in

3. Plan (a) Purchaser represents that Purchaser has possessed the Plan and any filed amendments thereto at least three (3) business days prior to submitting this Purchaser Agreement; or (b) in the event Purchaser does not wish to wait three (3) business days) Purchaser has the right to rescrid this Purchaser Agreement by sending written notice of his resolission to the Selling Agent by certified or registered mall, return receipt requested (and post-marked), or by personal defivery to the Selling Agent, within seven (7) days of submission of this Agreement (time being of tine essence to exercise such right of resolssion within such seven (7) day region)

2

Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "[Purchaser's Name] Rosen Livingston & Cholst LIP Escrow Agent" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be incomed.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Excrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such eccounts, which is currently 0.2%. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Account are such as a contract of the Escrow Account. The Escrow Account appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which Interest may be reduced by the Depository's service charge). The Interest on the Cown Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as "Interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all interest on monies deposited hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entire month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be label to Purchaser for the amount of such interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under the Purchase Agreement will be handled in accordance with Sections 362-e(2(b)) and 352-h of the New York General Business Lew and with Section 71-a(3) of the New York Lien Law.

6. Closing of Title
(a) The closing of title shall occur on the date and at the time and place in the City and
state of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days'
prior written notice (unless walved by Purchaser) <u>Sponsor shall not provide such written
notice to Purchaser until Sponsor shall have the right, from time to time, to adjourn such date
and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor,
then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than
ten (10) days' prior written notice of the new scheduled date and time for closing.</u>

13. Purchaser's Closing Costs

13. Purchaser's Closing Costs. At closing, Purchaser will pay certain costs in connection with the purchase of his Unit in addition to the legal fees of Purchaser's coursel (if any) and the amount of any net credit in eavor of Spansor that may result from the cosing approximents described in the praceding paragraph. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date of the Plan and are subject to change without prior notice:
(a) if Purchaser elects to obtain fee like insurance, Purchaser will pay a premium to the title company for such insurance, which premium may vary depending upon the title insurance company and the amount of insurance requested. A lower combined rate may be available if fee and mortgage insurance are ordered simultaneously.
(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Attorsey;

Attorney;

(c) if Purchaser obtains a mortgage loan, Purchaser will pay;

(d) a fee and service charge for recording the mortgage;

(ii) a mortgaga recording tax in the following amount: (a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgagor receives a \$25 deduction, or 2.175% for a mortgage covering a Residential Unit equal to \$500,000.00 or more, less \$25 and (ii) for non-residential Units also amount of a mortgage less than \$600,000 or 2.80% for a mortgage covering a nen-residential Unit equal to \$500,000 or more;

(iii) if mortgage title insurance is required by Purchaser's lender, an additional permitum for insuring the mortgagee's interest in an amount equal to the principal amount under the mortgage.

insuring the mortgagee's interest in an amount equal to the principal amount under the mortgage loan.

(iv) if required by Purchaser's lender, deposits for Common Charges, real estate taxes and assessments in an initial amount and in such monthly sums after closing as required by the lender. The amount of which monthly deposite may be changed periodically by the lender). The amount to be initially deposited at dosing and the amount of the monthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions used due are to be paid and the lender's estimate of the amount of the taxes and other charges or impositions then payable, and

(v) all other closing costs and expenses required to be paid to, or on behelf of, such lender (which coots and expenses may include the fees of such lender's counsel), in amounts to be determined by the lender. Sponsor makes no representation or warranty as to the nature or amounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with respect thereto;

thereto:

(vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing;

(viii)Purchaser will pay to Rosen Livingston & Cholst LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Attorney, additional closing documents and for coordinating and attending the closing;

(viii) if Purchaser obtains financing and his lender refuses to dose at the office of Rosen Livingston & Cholst LLP, in addition to said closing fee set forth above, a travel fee of \$500.00 if the closing is held in Manhattan or \$700.00 if the closing is held in

another borough. If the closing attended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP en additional havel and attendence fee in the same amount as stated above for each

(viii) If Purchaser is other than a natural person, Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Choist LLP a fee of \$500.00 for preparation of such

Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such Guranty;

(b) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholst LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and

(d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the deed, the New York City Real Property Transfer Tax and (if applicable) he one (1%) percent "mansion tax";

(e) Purchaser will pay to 135 West 52rd Street Condominium an amount equal to two (2) monits' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the atorementioned costs, fees and charges are cumulative.

The payments described above shall be payable at or prior to the Closing by Purchaser's unexclosed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

14 Power of Atlorney to Condominium Board, Sponsor, Retail Unit Owner and

Commercial Unit Owners and At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's little to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and In favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owner relative to amending the Condominium Bocuments to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

15. Events of Default

(a) The following shall constitite "Events of Default" hereunder:

(i) Purchaser's failure to pay the Balence on the Closing Date designated by Sponsor pursuant to paragraph 6 therein or to timely pay the applicable Rosen Livingston & Choist LEP toleng fee or any applicable travel and attendance fee or any other desing costs, adjustment or expenses payable to Sponsor or Rosen Livingston & Choist LEP pursuant to paragraphs 12 and 13 above, or

(iii) the dishonor or failure of collection of Purchaser's Down Payment check, or

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(ii) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cancel litis Purchase Agreement by giving Purchaser written notice of cancellation. If Sponsor efects to cancol, Purchaser shall have thirty (30) days from the giving of notice of cancellation to over the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not curred within such thirty (30) day period, then this Agreement shall be deemed cancelled and Sponsor shall

have the right to retain, as and for liquidated damages, the Downpayment. Any sums in excess thereot, together with any interest thereon shall be returned to Purchaser after cancellation. Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonored or falls of collection, Sponsor, at its uption, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (i) not allow Purchaser any grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have warked its right to sue Purchaser on the dishonored or uncollected check, or (ii) allow Purchaser thing (30) days in which to make good Purchaser's Down Payment and if Purchaser lates to so do within such thirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to reimburse Sponsor for all fligation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Unit may be sold to another as though his Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Casualty
(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser at closing.
(b) All other risk of loss prior to dosing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor or the Unit Comerce select or repair or replace the loss or damage, this Agreement shall conflue in full force and effect, Purchaser shall not have the right to reject title to the Unit or receive a credit against or abatement in, the Purchaser Prior, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Bistance unless and until (i) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casualty (ii) (ii) to escendial services (such as gas, electricity, and heat) and a reasonable means of ingress and egness to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed or record), other than those that are the obligations of Purchaser to cure or that are caused by the act or omission of Purchaser, its licensees, invitees and/or workers. (Sponsor will endeavor in good faith, and with reasonable dilipsence, to remove or cause to be removed subsequent to closing all violations of record it is obligated to correct.) Any proceeds reached from insurance, or in subfaction of any claim or action in comection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or of other Unit Orners). If such proceeds are paid to Purchaser, Purchase

17. Inspection of Unit

At least ten (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign the inspection Report (in the form set forth as Exhibit B to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or lo inspect the Unit within ten (10) days of receipt of sald notice or to so sign and deliver the completed inspection Report shall not excuse Purchaser from paying the Balance when due (without provision for excrew) and shall constitute Purchaser's full acceptance of the Unit. However, nobling herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retall Unit may be used for any lewful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have ny right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

closing of title.

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales
plans, fumishings and flutures contained in model units, selling brochures, advertisements,
representations, warranties, statements or estimates of any nature whatsoever, whether written
or and, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to
the disscription or physical condition of the Property, the Building or the Unit, or the size or the
dimensions of the Unit or the rooms or closels therein contained or any other physical
characleristics thereof, the services to be provided to Unit Owners or the projected Common
charges and projected real estate taxes for the Unit, the right to any income tax deduction for
any real estate taxes or mortgage interest paid by Purchaser, or any other information relative
to his purchase of the Unit, except as may be specifically represented herein or in the Plan
(Purchaser having relied on Purchaser's own examination and investigation thereof). No
person has been autitionized to make any representations on behalf of Sponsor. No oral
representations or statements shall be considered a part of this Agreement, Purchaser agrees
(a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or
or any layout or dimension of the Unit or any part lineard, or of the Common Elsmenis, as
shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform
substantially to such floor plans and (b) that Purchaser shall not be relieved of any of
Purchaser's obligations hereunder by reason of any minor ineccuracy or error. The provisions
of this paragraph shall survive the closing of title.

19. Negotiable Terms
Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to another purchaser and will not have the right to rescind this Purchase Agreement or recover his Down Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment, the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for failure to obtain financing or to close by a

work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.

- G. The Escrow Agent is abiligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninctly (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York Stafe Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof safectory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York Stafe Department of Law's regulations concerning Deposits and requisite notice was timely maited to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-doseing emendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 362-e(2-b) and 352-h.
 - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to lemms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
 - (b) in a subsequent writing signed by both Sponsor and Purchaser, or
 - (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent all provide further written notice to both parties Informing them of sald release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall be released the Deposit the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the device of the county where the Unit is located and shall give written notice to both parties of such deposit

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who limely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

39. Notwithstanding the foregoing, Sponsor shall reasonably cooperate with Purchaser's lender in clearing the loan to close, including but not limited to access to the Unit for appraisals, none the Unit for no be safely accessed, Notwithstanding the foregoing, nothing begin should make this Agreement confinent on Purchaser's obtaining any financing, or shall permit Purchaser's delay the closing except as explicitly stated in Paragraph 6.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

SPONSOR: 135 WEST 52 ND STREET OWNER	PURCHASER:
ITC	13 June Dans
By:	Purcheser Purchaser
By: David Bistricer, Principal	Co-Purchaser
(Purchaser) Date Accepted:	
("Please initial on line and print or type name under line.)	
Purchaser acknowledges: Receipt of Offering Plen and Amendments at(A.M.)(P.M.) on, 2015; and	Initials: LD His Denog
Delivery of Purchase Agreement and Check for Down Payment at(A.M.)(P.M.) on	Initials:Co-Purchaser:
ا√س	

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filling

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

- K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding eny Deposit in trust is absolutely void. The provisions of the Aftomey General's regulations and GBL §§ 352-e(2-b) and 332-h concerning escrow frust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereby.

 Escrow Agent shall maintain the Escrow Account under its direct supervision and
- control.
- M. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-

- M. A fluciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fluciary and stetutory obligations pursuant to GBL §§ 352-6(2-b) and 352(h).

 N. Escrow Agent may rely upon any paper or document which have be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

 O. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its (fluciary duties and statutory obligations as set froth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

 P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement, Q. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit for deducted from the Deposit by any financial institution under any circumstance.

 R. Sponsor agrees to defend, indemnity, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's his highly includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

 38. Counterpart Signature Pages

38. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originals.

18

38. Notwithstanding the foregoing, Sponsor shall reasonably cooperate with Purchager's lender in clearing the loan to close, including but not limited to access to the Unit for sponsials, once the bufft can be safely accessed. Notwithstanding, the foregoing, nothing herein should make this Agmement contingent on Purchaser's obtaining any floring, or shall permit Purchaser's delay the closing accept as explicitly stated in Paragraph 5.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

SPONSOR: 136 WEST 52 ⁵⁰ STREET OWNER LC By: Mayer Chetrit, Principal Br David Blatricer, Principal	Purchaser Co-Purchaser
(Purchaser) Delta Accepted: 4 2, 72.5 ccc 25 (*Please hillal on line and print or hype name under line.)	
Purchaser acknowledges: Receipt of Offering Plan and Amendments at(A.M.)P.M.) on2015; and	Initials: LD Li rui Deng.
Delivery of Purchase Agreement and Check for Down Payment at(A.M.)(P.M.) on	intials; Co-Purchaeer;
pn .	•

Item	Exceptions (if any)	Purchaser's Initials
(m)	Bathroom sinks:	
(n)	Water doset:	
(o)	Bathtubs:	
(a)	Bathroom tile:	
(q)	Hardware:	
	(doorbell, doorknob, faucets, locks,	
(r)	etc.) Intercom:	
Gene	eral Operating Condition:	
(a)	All Doors:	
(b)	All Windows:	
(c)	All Plumbing:	
(d)	All Hardware:	
(e)	Other:	

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfiection with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, adjustments or corrections to the Unit or any portion thereof or its lixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above and your obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained harein shall be constructed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the section entitled "Rights and Obligations of Sponsor Contained in the Offening Plan for Condominium Ownership of the 135 West 52" Street Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an escrew) and accept title to the Unit on the closing date notwithstanding the presence of any exceptions.

Agreed To:

Agreed To:
Purchaser's Signature 135 West 52" Street Owner
LLC

Purchaser's Signature By:

23

PURCHASE AGREEMENT

AGREEMENT made as of April 2015 between 135 WEST 52^{MD} STREET OWNER LLC, maintaining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Shaebin Yuan and Qluyan Lin residing at 88 Meadow Woods Road, Great Neck, NY 11020 ("Purchaser").

Purchaser's Attorney: Dylan Chan, Esq.

Address: Dylan Chan Law Firm

139 Centre Street, Suite 822 New York, NY 10013

Telephone: (212) 274 9930 Fex: (212) 274 8613 Email: mail@dchanlaw.com

Percentage of Common Interest: 1.0500% Common Charges: \$2,331.40 per month

Residential Percentage of Common Interest; 1.3974%

Selling Agent: Douglas Elitman (TD Team)

Co-Broker: Lin Pan Realty (Jing (Andy) Wang)

Real Estate Taxes; \$3,263.62 per month; B.i.D. Tax: \$29,05 per month;

Real Estate Taxes: \$3,263,62 per morth; BJ.D. Tax. \$29,00 per morth; BJ.D. Tax. \$39,00 per morth; BJ.D. Tax. \$39,00 per morth; BJ.D. Tax. \$40,00 per morth; BJ.D.

1. Purchase Price

(a) The purchase price, exclusive of closing adjustmenta and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$5,400,000,00, payable as follows:

(i) \$910,000.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby scknowledged, to be held in escrow pursuant to paragraph 5; and

(ii) \$4,590,000.00, constituting the balance of the Purchase Price ("Balance"), by certified check of Purchaser or official bank check (except us otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price hall represent United States currency and be drawn on or issued by a bank or frust company authorized to eccept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the belance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thereof in 'immediately available funds' (i.e. by wire transfer to a bank account designated by Sponsor;

(c) All checks shall be unendorsed, made payable to the direct order of 'Rosen Livingston & Cholst LLP, as Escrow Agent' or (as to the Balance) to "135 West 52" Street Owner LLC' or such payees as Sponsor may direct on not less than two (2) business days' prior oral or written

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominum Documents set forth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Law) and agrees to ebide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duty flight by Sponsor (including, without limitation, amendments involving any changes, meditications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser (schedule B Pudget for the First Year of Condominium Operation). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such mendments shall neither excuse Purchaser from performing Purchaser's chilgations hereunder nor entitle Purchaser to any offset or credit against the Purchaser Price or Idem or right of action against Sponsor, and any such mendment may be filled by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitaterally cancel this Agreement except as herein provided (such as in the case of an uncursd detail) by Purchaser, or change the Purchase Price or payment terms contained in this Agreement in this Agreement in this Agreement in this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents and investigate all statements made herein and in the Plan.

4. Personal Property
(a) Al closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks vanities off any), air conditioning units (if any), hardware and other fixtures and equipment installed therein as set torth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shedes. Furniture, floor coverings, wall coverings, furnishings, decorations and the like in or about any model furli are fulliplay purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and sgrees that he is not relying thereon. Sponsor shall not be liable for minor varietions from any floor plans or sustuctures.

(c) Sales model apartments may, at Sponsor's option, be sold furnished at a later date but will initiatly be withheld from sale.

(d) There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement of by separate agreement between Sponsor and Purchaser).

6. Purchase Monites to be Held in Trust.
(a) The law limi of Rosen Livingston & Cholst LLP, with an address at 275 Madison Avanue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following atterneys to serve as signatories: Morton H Rosen, Peter I. Livingston, Mary L. Kosmark, Bruce A. Cholst. All designates is signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor,

notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payer; they may not be endorsed.

(A) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth hersin, none of the provisions of this Agreement shall survive the closing, However, nothing contained herein shall excuse Sponsor from performing those obligations and any expressly stated herein or in the Plan to be performed subsequent to the closing, and redning herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations Issued by the Department of Law.

(e) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisites set forth under "Terms of Sale - Prerequisites to Closing of Title" in Part I of the Plan are met concurrently with, or prior to, closing.

2. Definitions. The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52^{NO} Street, New York, New York 10019.

10019.

(b) "Closing Dete", "closing", "dosing of litie" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchase runder this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchase of the deed transferring full ownership (fee simple little) to the Unit on the terms set forth in this Agreement.

(c) "Condominium" shall mean The 136 West 52 No Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52 No Street Condominium establishing condominium ownership of the Proporty, as same may be amended from time to time.

time.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Building, the land upon which it is crected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title Insurance company licensed to do business to the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

(a) Purchaser represents that Purchaser has possessed the Plan and any filed endiments thereto at least three (3) business days prior to submitting this Purchase

Agreement; or

(b) in the event Purchaser does not wish to wait three (3) business days) Purchaser has the right to rescind this Purchase Agreement by sending written notice of his rescission to the Seiling Agent by certified or registered mail, return receipt requested (and post-marked), or by personal delivery to the Seiling Agent, within seven (7) days of submission of this Agreement (time being of the essence to exercise such right of rescission within such seven (7) day period).

Purchaser shall be entitled to one (1) adjournment of the closing not to exceed fifteen 151 days (the "Adjourned Closing Date"). The closing adjustments stated in section 12(e) shall not accruse unless Purchaser falls to close on such Adjourned Closing Date. Such adjournment must be exercised no less than two (2) days prior to the scheduled closing date.

(b) The closing of title shall occur only after or concurrently with compliance with the prerequisites set forth under Terms of Sale Prerequisites to Closing of Title" in Part I of the Plan.

prenequisities set forth under 1 erms of Sale Prenequisites to Glosing of Title in Part 1 of the Plan.

(c) Sponsor has targeted the First Closing for June 1, 2015 based on the current construction schedule. The actual date for the First Closing is not assured or warranted and may be earlier or substantially later depending on the progress of sales and construction and compliance with the other prerequisities excided in the section of the Plan entitled "Firms of Sale". However, if through no fault of Purchaser the First Closing does not take place by June 1, 2016, Purchaser shell have the right to resolved his Purchase Agreement and recover his Down Payment with all interest thereon by giving written notice of his or har election to do so to the Sponsor no later than fifteen days after the date that such right arises.

Purchaser acknowledges final Units may be completed at varying times over a prolonged period that will extend beyond the First Closing. In such event, the order in which Units will be completed in within the sole discretion of Sponsor and may not cincided with the chronology in which Units are contracted for sale nor the numeric order of the floors. Many unforceseable factors can affect the completion of Units. Accordingly, the sequence in which Units (including the subject Unit) will actually be finished cannot measonably be predicted. No representation is made nor any assurance given that the dosing of the subject Unit will occur contemporaneously with the First Closing.

made not any assurance given that the closing of the subject Unit will occur contemporaneously with the First Closing.

Purchaser further acknowledges that construction (and, therefore, the closing) may be delayed by late delivery of material and equipment, labor difficulties, marvallebility of building trades, casualty, inclement weather and other events beyond Sponsor's control.

Purchaser agrees that Sponsor is to be efforded liberal and broad latitude in time and in all decisions concerning the completion of the Property and the Units pursuant to the Pfan. Purchaser will not be excused from paying the full Purchase Price, without credit or set of, and will have no claim against Sponsor for damages or losses in the event the First Closing occurs substantially later than the largeted date or the time to complete and close (life to Purchaser's Unit is delayed of postgoned by Sponsor.

Notwithstanding the foregoing, Purchaser may rescind this Agreement and receive the prompt refund of his or her Downpayment if the construction of the Unit is not complete within two years of the date Purchaser signed this Agreement by giving written notice of his or her election to do so to the Sponsor no later than fifteen days after the date that such right arises.

7. Representations, Warranties and Covenants
Sponsor represents, warranties and covenants that:
(a) Sponsor is the sole owner of the Unit and the property referred to in paragraph 1, and
Sponsor has the full right, power and authority to sell, convey and transfer the same;
(b) The common charges (excluding separately billed utility charges) for the Unit on the
date hereof are sel forth on page 1 of this Agreement;
(c) Sponsor has not received any written notice of any intended assessment or Increase in
common charges not refered in subparagraph 7(b). Purchaser acknowledges that it will not
have the right to cancel this Agreement in the event of the imposition of any assessment or
increase in common charges after the date hereof of which Sponsor has not hereofore
received written notice;

13. Purchaser's Closing Costs

13. Purchaser's Closing Costs
A closing, Purchaser will pay certain costs in connection with the purchase of his Unit in
addition to the legal fees of Purchaser's counsel (if any) and the amount of any net credit in
favor of Sponsor that may result from the closing apportionments described in the preceding
peragraph. Such closing costs will include the following, the amounts of which (where
applicable) are based on rates in effect on the date of the Plan and are subject to change
without prior notice:

without prior notice:

(a) If Purchaser elects to obtain fee title insurence, Purchaser will pay a premium to the little company for such insurance, which premium may vary depending upon the title insurance company and the amount of insurance requested. A lower combined rate may be available if see and mortgage insurance are ordered simultaneously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of

Attorney,

(c) If Purchaser obtains a mortgage loan, Purchaser will pay;

(d) If Purchaser obtains a mortgage loan, Purchaser will pay;

(i) a fee and service charge for recording the mortgage;

(ii) a mortgage recording tax in the following amount: (a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgagor receives a \$25 deduction, or 2.175% for a mortgage covering a Residential Unit equal to \$500,000.00 or more, less \$25 and (b) for non-residential Unit ace amount of a mortgage less than \$500,000 or 2.80% for a mortgage covering a non-residential Unit equal to \$500,000 or more, (iii) if mortgage title Insurence is required by Purchasor's lender, an additional perintim for ineuting the mortgagee's interest in an amount equal to the principal amount under the mortgages's

ineuting the mortgagee's interest in an amount equal to the principal amount under the mortgage loan.

(iv) if required by Purchasan's lender, deposits for Common Charges, real estate taxes and sassessments in an initial amount and in such monthly sums after closing as required by the lender (the amount of which monthly deposite may be charged periodically by the lender). The amount to be initially deposited at closing and the amount of the morthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the smount of the taxes and other charges or impositions tien payable; and

(v) all other closing costs and expenses required to be paid to, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counsel), in amounts to be determined by the tender'. Sportsor makes no representation or warranty as to the nature or emounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with respect

ain it is recommended that Purchaser consultation a representative of instender with respect (4) if, in commention with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees (in) purchaser will pay to Rosen Livingston & Cholst LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in comments and for coordinating and attending the closing (viii) if Purchaser dribtins financing and his lender refuses to close at the office of Rosen Livingston & Cholst LLP, then the closing will be held at the office of Purchaser's tender or such lender's counsel on condition that the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, that the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, that this closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, that the office of Purchaser had been accommended to the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, that the office of Purchaser had been accommended to the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, that the closing is held in Manhattan or \$700.00 if the closing is held in

another borough. If the closing attended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP an additional travel and attendance fee in the same amount as stated above for each

anenosnoe; (vii) if Purchaser is other than a natural person, a principal of the Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium, and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such Guaranty;

Condominium and Purchaser will pay Rosen Luringston & Chotel LLP a tee of 1500.00 for preparation of such Guarmian spartial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Chotel LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and (d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary slamps) to be affixed to the deed, the New York Clly Real Property Transfer Tax and (if applicable) the one (1%) percent "mansion tax"; (e) Purchaser will pay to 135 West 52" Street Condominium an emount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the aforementioned costs, fees and charges are cumulative.

The paymente described ebove shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners All closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to title Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owner relative to amending the Condominium Bourdential Commercial Unit Owner relative to amending the Condominium Bourdential Commercial Commercial Commercial Unit Owner relative to amending the Condominium Bourdential Commercial Commerci

15. Events of Default

(a) The following shall constitute "Events of Default" hereunder.

(i) Purchaser's railure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to limely pay the applicable Rosen Livingston & Chofet LLP closing fee or any applicable travel and attendance fee or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Chofet LLP pursuant to paragraphs 12 and 13 above; or

and 13 above; or

(ii) the dishanor or fallum of collection of Purchaser's Down Payment check; or

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations bereunder.

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations bereunder.

(b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cancel this Purchase Agreement by giving Purchaser written notice of cancellation. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cared within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall

have the right to retain, as and for liquidated damages, the Downpayment. Any sums in excess thereof, together with any Interest intereors shall be returned to Purchaser after cancellation. Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonored or falls of collection, Sponsor, at its option, may elect, by written notice to Purchase for connect this Purchase any greenent and to (i) not allow Purchaser any green period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have walved lie right to sue Purchaser on the dishonored or uncollected check; or (ii) allow Purchaser thirty (30) days in which to make good Purchaser on Down Payment and if Purchaser falls to so do within such thirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to reimburse Sponsor for all ittigation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and interest thereon in secondance with the foregoing. Purchaser and Sponsor will be released and discherged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Casualty
(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's funiture or belongings therein until the deed is delivered to Purchaser at dosing.
(b) All other risk of loss prior to design has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. It Sponsor or the Unit Owners elect to repair or replace the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or receive a credit against, or enbatement in, the Purchaser Prior, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominum Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casualty. (ii) is essential services (such as pas, electricity, and head) and a reasonable means of ingress and egress to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed or frecort), other han those that are the obligations of Purchaser focure or that are caused by the act or omission of Purchaser, list licensees, invitees and overviews. (Sponsor will endeavor in good faith, and with reasonable diligence, to remove or cause to be removed subsequent to closing all violations of record it is obligated to correct.) Any proceeds received from misurance, or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominum Board or of other Unit Owners). If such proceeds are paid to Purchaser, Purchaser sha

At least len (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Selling Agent to inspect the Unit before the lapse of such len (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign the inspection Report (in the form set off that as Exhible 18 to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the inspection. Fallure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of sell notice or to sign and deliver the completed inspection Report shall not excuse Purchaser from paying the Balance when due (without provision for escrow) and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Declaration and By-Laws, Purchaser actnowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any lawful purpose and (ii) the Condominium Beard, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the details of filling.

closing of little.

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architects plans, sales plans, furnishings and fixtures contained in model units, selling brochures, advartisements, representations, warrantiles, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the thereof the contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any Income tax deduction for any real estate taxes for the Unit, the right to any Income tax deduction for any real estate taxes for the Unit, the right to any Income tax deduction for any real estate taxes for the Unit, the right to any Income tax deduction for any real estate taxes are many to expedicularly represented herein or in the Plan (Purchaser having relied on Purchaser's own examination and investigation thereof). No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layaut or dimension of the Unit or any part hisreof, or of the Common Elements, as shown on the floor plans, is accurate or correct, provided the isyauts and dimensions conform substantially to such floor plans and to the common Elements. Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this paragraph shall survive the closing of file.

19. Negotiable Terms
Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to another purchaser end will not have the right to rescind this Purchase Agreement or recover his Down Payment or any other amount for not being given such benefit. The following Is a list of only some of the purchase terms which may be negotiated; purchaser price; the amount of the Down Payment, the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for feiture to obtain financing or to close by a

work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.

- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be returned to the New York State Department of Law, Real Estate Finance Bursau, 120 Broadway, 23th Floor, New York, N.Y. 10271. Rescussion shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchases Agreement, are and shall continue to be the Purchaser's money, and may not be confingled with any other money or pledged or hypothecated by Sponsor, us per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
 - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
 - (b) in a subsequent writing signed by both Sponsor and Purchaser, or
 - (c) by a final, non-appealable order or judgment of a court

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purshaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shell be released and the Escrow Agent and provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit conteined in the Escrow Agent shall be the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who limely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

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(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

- K. Any provision of the (Purchase Agreement/Escrow Agreement) or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnity any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-4(2-b) and 352-h concerning escrow frust hunds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any emendment thereto.

 Escrow Agent shall maintain the Escrow Account under its direct supervision and

- control.

 M. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GSL §5 352-e(2-1) and 352(h). Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genutine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, exception, or validity thereof

 O. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fluctury duties and statutory obligations as set forth in GSL §5 352-e(2-b) and 352-(h) and the WY ort State Department of Law's regulations.

 P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form WY-s or WY-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit Resex and disbursements shall neither be paid by Sponsor from the Deposit Resex and disbursements shall neither be paid by Sponsor from the Deposit Incorducated from the Deposit Box and the Escrow Agent and the Plan to detain a complete data.
- circumstance.

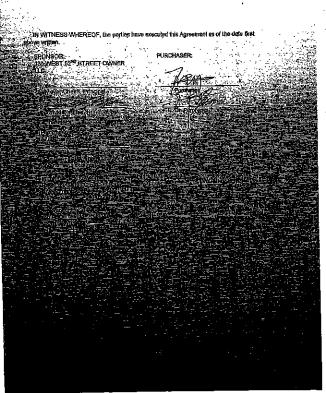
 R. Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bed faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving group engigeners of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

38, Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originals.

(Signature page follows)

18



		(if any)	Inīlials
	(m)	Bathroom sinks:	
	(n)	Water closel:	
	(a)	Bathlubs:	
	(p)	Bathroom lile:	
	(q)	Hardware:	
		(doorbell, doorknob, faucets, locks,	
	(r)	Intercom:	
2.	Gen	eral Operating Condition:	
	(a)	All Doors:	
	(b)	All Windows:	
	(c)		
	(d)	All Hardwere:	
	(e)	Other:	

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfaction with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, adjustments or corrections to the Unit or any position thereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above and your obligation regarding any such except ditems shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be construed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the section critical Rights and Obligations of Sponsor contained in the Offering Plan for Condominium Ownership of the 135 West 52th Street Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an escrew) and accept title to the Unit on the closing date notwithstanding the presence of any exceptions.

Agreed To: 135 West 52rd Street Owner LLC Purchaser's Signature Purchaser's Signature

PURCHASE AGREEMENT

AGREEMENT made as of February 23 2016 between 135 WEST 52¹⁰ STREET OWNER LLC, maintaining an office at 512 Seventh Avenue, New York, New York 10018 (10025 (*Punhaser*), and Tianchu He residing at 792 Columbus Avenue, Apl #11B, New York, NY 10025 (*Punhaser*).

Purchaser's Altomey: Jamie Heiberger Harrison, Esq.

Address: Heiberger & Associates, P.C.

589 8th Avenue, 10th Floor

New York, NY 10018

Telephone: (212) 532-2067 Fax: Email: jamie@heibergerlaw.com

Percentage of Common Interest: 1.0100 % Common Charges: \$2,209.57 per month

Residential Percentage of Common Interest: 1.3198%

Selling Agent: Douglas Elliman (Slacy Spielman)

Co-Broker; Citi Habitate (Kevin Tsun)

Real Estate Taxes: \$1,609.26 per month; E.J.D. Tax: \$28.21 per month;

Real Estate Taxes: \$1,509.26 per month;

Sponsor agrees to self and convey, and Purchaser agrees to purchase, Unit No. 28B ("Unit") in the bullding ("Building") known as 135 WEST 52¹⁰ STREET, New York, New York 10019, ("Condominium") and located at 135 WEST 52¹⁰ STREET, New York, New York 10019, logather with a 1.01009 undivided interest in the Common Elements appurtanant thereto, all upen and subject to the terms and conditions set forth herein. The Unit shell be as designated in the Declaration of Condominium Ownership (as the same may be amended from time to time, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

 Purchase Price

 (a) The purchase price, exclusive of closing adjustments and costs referred to In
 Paragraphs 12 and 13 below ("Purchase Price") is \$5,100,000.00, payable as follows:
 (i) \$785,000.00 ("Downpaymen") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrib pursuant to constraints for and

 paragraph 5; and

paragraph 5; and (ii) \$4,335,000.00, constituting the belance of the Purchase Price ('Balance'), by certified check of Purchaser or official bank check (excapt as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or frust company authorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thereof in "immediately available (molds" (i.e. by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unencloreed, made psyable to the direct order of "Rosen Livingston & Choist LLP, as Escrow Agent" or (as to the Balance) to "135 West \$2.50 Street Owner LLC" or

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and 8 of the Exhibits submitted with the Plan to the Department of Law) and agrees to side and be bound by the lerms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor (including, without finitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schedule B "Budget for the First Year of Condominium Operation"). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall notitive excuse Purchaser for performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser Price or claim or right of action against Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitialerable, cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents and investigated is fastement.

4. Personal Property
(a) At dosing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), hardware and other fixtures and equipment installed therein as set forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those reterned to in the Plan provided only that the substitutions are of anial or better quality and design.

shoring and indures in place of lines referred to in the Plan provided only that the substitutions are of equal or betting quality and design.

(b) The Unit is being soil unfursished, without window blinds or shades. Furniture, floor coverings, that coverings, furnishings, decorations and the like in or about any model Unit are or display purposes only and are not included in this sale except to the extent self-or the Plan. Any floor plane or sketches shown to Purchaser (including those contained in the Plan are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any floor planes or structure.

(c) Sales model apartments may, at Sponsor's option, be sold furnished et a latar date but will initially be withheld time sale.

(d) There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor will purchaser's expense (psysbic in the manner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

6. Purchase Montes to be Held In Trust
(a) The law firm of Rosen Livingston & Cholst LLP, with an address at 275 Medison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent (YEscrow Agent?) for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Morton H Rosen, Peter I. Livingston, Andrew B. Freedland, Bruce A. Cholst. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the

such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payee; they may not be endorsed.

payes, they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to be Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Pien and this Agreement to be performed by Sponsor prior to dosing and, unless otherwise set forth therein, none of the provisions of this Agreement hall survive the closing, However, nothing contained herein shall excuse Sponsor from performing those obligations (if entry) expressly stated herein or in the Pien to be performed subsequent to the dosing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Pian or the applicable Regutations Issued by the Department of Law.

(e) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisities set forth under Terms of Sale - Prerequisities to Closing of Tale* in Part I of the Pian are met concurrently with, or prior to, clesting.

Definitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building localed at 135 West 52ND Street, New York, New York

10019.

(b) "Closing Dale", "closing," closing of litle" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchase of the deed transferring full ownership (fee simple title) to the Unit on the Lerme set forth in this Amount of the

the terms set forth in this Agreement.

(e) "Condominium" shall mean The 135 West 52^{No} Street Condominium" shall mean The 135 West 52^{No} Street Condominium of the Condominium ownership of the Property, as some may be amended from time to fine.

time.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto field prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Building, the land upon which it is erected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them In the Plan.

3. Plan
(a) Purchaser represents that Purchaser has possessed the Plan and any field amendments thereto at least three (3) business days prior to submitting this Purchase Agreement, or (b) in the event Purchaser does not wist to wait three (3) business days) Purchaser has the right to rescribed this Purchaser has the right to rescribed this Purchaser Agreement by sending written notice of his rescission to the Selling Agent by certified or registered mail, return receipt requested (and post-marked), or by personal delivery to the Selling Agent, within seven (7) days of submission of this Agreement (time heining of the assence to exercise such right of rescission within such seven (7) day certified.

Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Pourchaser's Namel Rosen Livingston & Cholost LLP Escrow Agent" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to accure upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall beer all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit 'A.'

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as "Interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all interest on monies deposited hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entire month in which the closing is scheduled to occur. The Sponsor and Selfing Agent will not be liable to Purchaser for some of such interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in excordance with Sections 352–4 (20(b) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

6. Closing of Title
(a) The closing of title shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless wated by Purchaser). Sponsor shall not specify a closing date prior to June 39, 2815. Time shall be of the essence with respect to Purchaser's obligation to close title of the Unit on or before July 31, 2015. Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and

paragraph. Such closing costs will include the following, the amounts of which (where applicable) are besed on rates in effect on the date of the Plan and are subject to change

without prior notice:

(a) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which premium may vary depending upon the title insurance company and the amount of insurance requested. A lower combined rate may be available if fee and mortgage insurance are ordered simultaneously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of

(b) Pruchases will pay a loc in cooling the mortgage;

(c) If Purchaser obtains a mortgage loan, Purchaser will pay;

(d) a fee and service charge for recording the mortgage;

(i) a fee and service charge for recording the mortgage;

(ii) a mortgage recording tax in the following amount: (a) for Residential Units, 2.05% of the face amount of a mortgage less than 3500,000 for which mortgage receives a \$25 deduction, or 2.175% for a mortgage covering a Residential Unit equal to \$500,000 or more; sees \$25 and (a) for non-residential Units, 2.05% of the face amount of a mortgage less than 3500,000 or 2.80% for a mortgage covering a non-residential Unit equal to \$500,000 or more;

(iii) if mortgage title insurance is required by Purchaser's lender, an additional premium tor insuring the mortgage's interest in an amount equal to the principal amount under the mortgage loan.

insuring the mortgage's interest in an amount equal to the principel amount under the mortgage loan.

(V) if required by Purchaser's lender, deposits for Common Charges, real estate taxes and assessments in an initial amount and in such monthly sums after closing as required by the lender. The amount to be initially deposited at closing and the amount of the mortfuly sums thereafter payable cannot now be determined and will depend upon the policies of the tender. The number of months remaining between the closing of lifts and the date upon which the taxes and other charges or impositions need the area to be paid and the lender's estimate of the amount of the taxes and other (v) all other closing octs and expenses required to be paid to, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counsel), in amounts to be determined by the (ender. Sponsor makes no representation or warrarty as to the nature or amounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with respect thereto;

and it is recommended that Purchaser consult with a representative of his lender with respect thereto;
(vi) it, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent and Co-Broker fished on Page 1 of this Agreement or (6) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing;
(vii)Purchaser Sponsor agrees otherwise in writing;
(vii)Purchaser Sponsor will pay to Rosen Libringston & Cholst LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Dead, Unit Owner's Power of Attomery, additional closing documents and for coordinating and attending the desing;
(viii) If Purchaser obtains linancing and his lender refuses to close at the office of Rosen Libringston & Cholst LLP, then the closing will be held at the office of Purchaser's lender or such lender's counsed on condition that the closing is held in the City of New York and Purchaser pays Rosen Libringston & Cholst LLP, and additional travel and the object of the same amount as stated above for each attendance;

Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is distributed or fails of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (i) not allow Purchaser any grace period in which to provide good funds for Purchaser's Oown Payment, in which event Sponsor shall be deemed to have waived its right to sue Purchaser on the distribution event Sponsor shall be deemed to have waived its right to sue Purchaser on the distribution of the support and if Purchaser thirty (30) days in which to make good Purchaser's Down Payment and if Purchaser fails to so do within such thirty (30) day period, to sue Purchaser on the distribution of uncollected check. In the latter case, Purchaser will elso be liable to reimbures Sponsor for all fligation casts and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and interest Inereon. In accordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations herefunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

18. Risk of Loss; Casualfy

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's familitize or belongings therein until the deed is delivered to Purchaser at closing.

(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or resture the Unit or its contents. If Sponsor or the Unit Contents are replaced the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to recove a creed against, or abatement in, the Purchaser Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Belance unless and until (t) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casualty. ((t) the sesential services (such as gas, selectivity, and head) and a reasonable means of ingress and egress to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the obligations of Purchaser to cure or that are caused by the act or ornission of Purchaser; its (censees, invitees and/or hay proceeds received from insurance, or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the condominium Board or of other Unit Owners). If such proceeding serie paid to Purchaser, Purchaser shall promptly turn them over to Sponsor upon request. The provisions of the two preceding sentences shell survive the closing.

(c) In the event that Sponsor notifies Purchaser that it do

(VIII) If Purchaser is other than a natural person, a principal of the Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Choist LLP a fee of \$500,00 for properties of the Chargests.

Condominium and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500,00 for preparation of such Guaranty;
(b) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholst LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and
(d) Purchaser Sponsor will pay the New York State Real Estate Transfer Tax (documentary slamps) to be affixed to the deed and the New York City Real Property Transfer Tax (such payment shall not exceed \$33,075.00); and Purchaser will pay (if applicable) the one (1%) percent "manson tax":

payment shall not exceed \$33,075.00); and <u>Purchaser will pay</u> (it applicable) use one (179) percent "manison tax";

(e) Purchaser will pay to 135 West \$2rd Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the aforementioned costs, fees and charges are cumulative.

The payments described above shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directify to the appropriate party, or if so directed by the Sponsor, by wife transfer.

14. Power of Attorney to Condominium Board, Sponsor, Ratall Unit Owner and Commercial Unit Owners. At closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's fitte to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in Awor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owners and the Commercial Unit Owners relative to amending the Condominium Decuments to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

15. Events of Default

15. Events of Default

(a) The following shall considure "Events of Default" hereunder:

(f) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to timely pay the applicable Rosen Livingston & Cholst LLP closing fee or any applicable ravel and aftendance fee or any other coloning costs, adjustmenta or expenses payable to Sponsor or Rosen Livingston & Cholst LLP pursuant to paragraphs 12 and 13 above; or

(ii) Bruchaser's failure to pay, perform, or observe any of his other obligations hereunder,

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder,

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder,

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder,

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder,

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder,

(iii) Purchaser's failure to pay, perform, no observe any of his other obligations hereunder,

(iii) Purchaser's failure to pay, perform, no observe any of his other obligations hereunder,

(iii) Purchaser's failure to pay, perform, no observe any of his other obligations hereunder,

(iii) Purchaser writing notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE

SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured within such briting (30) day period, then this Agreement shall be deemed canceled and Sponsor shall knew the right to relain, as and for liquidated damages, the Downpayment—L Any sums in excess thereor, (ogelher with any interest thereon shall be returned to Purchaser after cancellation.

17. Inspection of Unit

17. Inspection of Unit
At least len (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Selling Agent to Inspect the Unit before the lapse of such len (10) day period. Purchaser or his duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Report (in the form set forth as Exhibit 8 to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such eppointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the completed inspection Report shall not excuse Purchaser from paying the Balanca when due (without provision for escrew) and shall constitute Purchaser's full acceptance of the Unit However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled Rights and Obligations of the Sponsor*.

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any lawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes to the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any purt thereof. This peragraph shell survive the

18. No Representations

18. No Representations Purchaser exknowledges that Purchaser has not relied upon any architect's plans, sales plans, furnishings and fixtures contained in model units, selling brochures, edvertisements, representations, warranties, statements or estimates of any nature whoteover, whether written or or an, made by Sponsor, Selling Agent or others, including, but not linked to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms or closests therein condained or any ether physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other information relative to this purchase of the Unit, except as may be specifically represented herein or in the Plan (Purchaser having reled on Purchaser's own examination and investigation thereof). No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any datim against, or liability of, Sponsor, whether or out any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans, is accurate or corred, provided the layouts and dimensions conform substantially to such floor plans and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of his paragraph shall survive the closing of title.

19. Negotiable Terms

19. Negotiable Terms Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more benefitial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to another purchaser and will not have the right to result of the Purchase Agreement or recover his Down Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment; the right of a purchaser to cancel the Purchase price; the amount of the Down Payment; the right of a purchaser to cancel the Purchase.

work shall be initially deposited into the Escrow Account, and released in accordance to the

- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within rifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (80) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Lew, Real Estate Finance Bureau, 120 Broadway, 23° Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be contingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- t. Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations purcuent to GBL §§ 352-e(2-b) and 352-h.
 - The Escrow Agent shall release the Deposit if so directed
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
 - (b) In a subsequent writing signed by both Sponsor and Purchaser; or
 - (c) by a final, non-appealable order or judgment of a coun

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both like Purshaser and Spansor prior written notion of not fewer than hirty (3d) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the explation of the thirty (3d) day period, the Deposit aballs be released and the Escrow Agent had provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (o) above. Notwithstanding the toregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

17

39. Transfer Terror

Notwithstanding the foregoing, Sponsor shall pay the NYC Real Property Transfer
Tax and the NYS Real Property Transfer Tax; such payment shall not exceed \$33,075.00.

Notwithstanding anything in this Agreement or the Plan to the contrary, Sponsor shall pay Sponsor's legal fee in the amount of \$2,000.06.

IN WITNESS WHEREOF, the perties have executed this Agreement as of the date first above written.

SPONSOR: 135 WEST 52 ^{NO} STREET OWNER	PURCHASER:
LLC	
By Meyer Chetrit, Principal	Jezonald Ho Purchaser
By: David Bistricer, Principal al pa/lu \$5,100,000 #208	Co-Purchaser
(Purchaser) Date Accepted:	
("Please Initial on line and print or type name under line.)	
Purchaser acknowledges:	Initials; <u>T/ </u>
Receipt of Offering Plan and Amendments at(A.M.)(P.M.) on 2015; end	Purchaser.
Delivery of Purchase	initiels;
Agreement and Check for	Co-Purchaser:
Down Payment at (A.M.)(P.M.)	

(b) all Purchasers after an Amendment abandoning the Plan is accented for filling

The Department of Law may perform random reviews and audile of any records involving the Excrow Account to determine compliance with all applicable statutes and regulations.

- K. Any provision of the Purchase Agreement/Escrow Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agreent holding any Depost in trust is exhaustly yold. The provisions of the Altorney General's regulations and GBL §5 352-e(2-b) and 352-h concerning excrow bust funds shall preveil over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.
- Escrow Agent shall maintain the Escrow Account under its direct supervision and
- M. A fiductary relationship shall exist between Escrow Agent end Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

- Excrow Agent acknowledges its fiduriary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(b).

 N. Excrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Excrow Agent to be genuins and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity flareot.

 O. Sponser orgrees that it shall not interfore with Excrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

 P. Sponsor's shall obtain or cause the selling eigent under the Plan to obtain a completed and signed Form W-9 or W-9, ea popicable, from Purchaser and deliver such form to Excrow Agent together with the Deposit secon Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit acrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit acrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit acrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit acrow Agent's fees and disbursement shall neither be paid by Sponsor from the Deposit and this purchase Agreement or a state of the performance.

 R. Sponsor agrees to defend, indemnify, and hold Escrow Agent had from the Deposit acrow Agent's duties under this Purchase Agreement or the performance or non-performance of Eucrow Agent's duties under this Purchase Agreement or the performance or non-performance or mainly induced, without limitation, discursements and attorneys' fees either paid to retain altomeys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent had former to legal services rendered by Escrow Agent.

3B. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or ,pdf and such shall be deemed originals.

18

EXHIBIT A TO PURCHASE AGREEMENT Permitted Engumbrance

- Building restrictions and zoning laws and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted by any governmental or quasigovernmental authority having jurisdiction, provided they do not prevent the use of the subject Unit for dwelling purposes,
- 2. State of facts shown on a survey made by Eart B. Lovel-S.P. Beicher, inc. dated March 12, 2013 and any state of facts which a more recent survey or personal inspection of the land and building would show, provided such additional state of facts would not prevent the use of the subject Residential Unit for dwelling purposes or, if applicable, the subject Commercial or Retail Unit for the purposes permitted by Law and further provided that such state of facts do nof render tille unmarkefable.
- The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations thereto). the Power of Attorney from Purchaser to the Condominium Board, Sponsor, the Commercial Unit Owners and the Retail Unit Owner and the Floor Plans, all as same may be amended from time to time
- Consents by Sponsor, or any former owner of the Land for the erection of any structure or structures on, under or above any land, street or streets on which the Land may abut.
- Any easement or right of use in favor of any utility company for construction, use, maintenance, repair and replacement of all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Land and Building.
- Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault lax (which is to be paid by the Condominium Board, the Reteil Unit Owner or the Commercial Unit Owners (as the case may be)).
- Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, terraces, balconies, sidewalk elevators, fences, fire escapes, comices, foundations, footings, chutes, fuel oil lines, drainage and stand pipes, and similar projections, if eny, on, over, or under the Property or the streets or sidewalks abutting the property and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and relating walls and the like, if any.

PURCHABE AGREEMENT

AGREEMENT made as of April 1. 2016 between 135 WEST 52 STREET OWNER LLC, meintaining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Tulip Park PTE Ltd. residing at c/o Jill Ames, Esq., Peul, Hastings, Janofsky & Walker LLP, 75 Eavi 55° Street, 9° Floor, New York, NY 10022 ("Purchaser").

Purchaser's Attorney: Jill Ames, Esq.

Address: Paul Hastings LLP

75 East 55" Street, 9" Floor

New York, NY 10022 Telephone: (212) 318 6948 Fex:

Email: jillamee@paulhastings.com

Percentage of Common Interest: 1.0200 % Common Charges: \$2,331.40 per month

Residential Percentage of Common Interest; 1.3974%

Selling Agent: Douglas Elliman (Vanessa Fitzgeraki)

Co-Broker: Halsland Property (SIMa Acevedo Murphy)

Real Estate Taxes: \$3,263.52 per month; B.J.D. Tax: \$28.22 per month;

Rail Euth's Taxes: \$3,263.52 per month; B.I.D. 12x: 326.22 per month; Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 29A (*Unit*) In the building (*Building*) known as 135 WEST 52th STREET Condominium (*Condominium*) and located at 135 WEST 52th STREET, New York, New York 1001s, upon and subject to the terms and conditions sel forth herein. The Unit shall be as designated in the Declaration of Condominium Ownship (as the same may be amended from the lofting, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Lawa") of the Condominium.

1. Purchase Price.

(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$5,400,000.00 ("purphase price") is \$5,400,000.00 ("purphase price") is \$5,400,000.00 ("purphase price") is \$1,500,000.00 ("purphas

(c) Purchaser hereby edopts, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Law) and egrees to stide and be bound by the lemms and conditions thereof, as well as ell amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate laxes to be peld by Forntaser, or its projected and the projected real estate laxes to be peld by Forntaser, or stricted a Pudget for the Fist Year of Cendominium Operation). Except in the case of a material ackerse amendment effecting Purchasers. Unit or as otherwise provided under the Plan, any such amendments shell neither excuse Purchaser from performing Purchaser's Plan, any such amendments shell neither excuses Purchaser from performing Purchaser's consent or express. However, Sponsor shell not have the right for distinct the purchaser's consent or approval. However, Sponsor shell not have the right to unitaterally cancel the Agreement except as herein provided (such as in the case of an unstanded exist) by Purchaser's contained the Purchase Price or payment terms contained in the Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby theoryprosited in this Agreement with the same force and effect as if any through the purchaser extraordedges heaving had full opportunity to examine all documents and investigate all statements made herein and in the Plan.

Investigate all statements made herein and in the Plan.

4. Personal Property
(a) At closing, the Unit will contain only those appliances, countertops, cabinets, flooring,
(a) At closing, the Unit will contain only those appliances, countertops, cabinets, flooring,
sinks, vanities (if any), air conditioning units (if any), hortware and oliubri butters and equipment
installed therein as est forth in the Pfan.

Sponsor has the right to substitute other appliances, countertops, cabinets, aints, vanities,
flooring and fixtures in place of those referred to in the Pian provided only that the substitutions
are of equal to belier quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor
coverings, wall coverings, furnishings, decorations and the fits in or about any model Unit are
coverings, wall coverings, furnishings, decorations and the fits in or about any model Unit are
referred by provided one of the Unit of dimensions and errangement and Purchaser
acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor
vertables from any floor plane or structures.

(c) Sales model apartments may, at Sponsor's option, be sold furnished at a later date but
(d) There will be no modifications or extras unless agreed to in writing by the parties. All
modifications and alterations must be approved by Sponsor in writing and, if approved, shall be
performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an
addendum to this Agreement or the Medit in Turki.

5. Purchase Monies to be Held in Trust.
(a) The lew firm of Rosen Livingston & Cholet LLP, with an address at 275 Madison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent" blor Sponsor and Purchaser. Escrow Agent has designated the tollowing estromeys to serve as eignationes: Morton Hosen, Peter I, Livingston, Mary L. Koamark, Bruse A. Cholet. All designated signatories are scimitted to practice lew in the State of New York. Neither the Escrow Agent not any authorized signatories on the account are the Sponsor, Neither the Escrow Agent not any authorized signatories on the account are the Sponsor.

such payees as Sponser may direct on not less than two (2) business days' prior eral or written notice to Purchaser or their strongers. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payee; they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactionly performed by Sponsor prior to clearing and, unless otherwise set forth herein, none of the provisions of this Agreement shall survive the desing, and otherwise east forth herein, none of the provisions of this Agreement shall survive the desing, and nothing contained herein shall excuse Sponsor from performing base obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Archice 32-A of Law.

(e) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the private guiders is not required to pay the Balance or accept title to the Unit unless all of the private guiders as of the private guiders. The histories laws shall have the presequisities to Clearing of Title in Part Li of the Plan arc me for concurrently with, or prior to, desing.

Definitions The following lerms shall have the meanings escribed to them:

(a) "Building" shall mean the building located at 135 West 52^{NO} Street, New York, New York

10019. (b) "Closing Date", "closing", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, Including the payment to Sponsor of the Purchaser and the delivery to Purchaser of the dead transferring full ownership (fee simple title) to the Unit on terms set forth in this Agreement.

(c) "Condomhilum" abail mean The 135 West 52¹⁰ Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52¹⁰ Street Condominium establishing condominium ownership of the Proporty, as asme may be amended from time to fitne.

time.

(e) 'Depoatory' shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) 'Plan' shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser eights the Areament.

(g) 'Property' shall mean the Building, the land upon which it is exceeded and all other improvements thereon more tuly described in the Declaration.

(h) 'This Insurance Company' shall mean any reputable title insurance company Icansed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings secribed to them in the Plan.

Plan (a) Purchasor represents that Purchaser has possessed the Plan and any filed therefore the thereto at least three (3) business days prior to submitting this Purchase

amenomems intered is least of the control of the co

Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Excrow Agent has established the excrow account at Signeture Bank, located at 300 Park Avenus, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The excrow account its entitled "Purchaser's Narrel Rosen Livingston & Cholst LIP Excrow Account". The Excrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholet LLP as Escraw Agent.

Any Deposits made for upgrades, extres, or custom work shall be initially deposited into the grow Account, and released in accordance to the terms of a written agreement between

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such secounts, which is currently 0.2%. Induced shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponton shall bear all ocities associated with the matternance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the smount of interest schadly received from the Depository (which inferest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is herchafter reterred to as 'Interest'.

Upon the payment and parformance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of title to the Unit, Sponace will instruct the Deposition to pay to Purchaser any and all interest on monies deposited hereunder. It is possible that Purchaser may not receive inferest on the Down Payment for the entitie month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be fable to Purchaser for the emmonth of such interest or the payment hierest, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 352-c2(1)b and 352-th of the New York General Business Law and with Section 74-s(3) of the New York Lien Law.

6. Closing of Title. 3 The closing of title shall occur on the date and at the time and place in the City and (3) The closing of title shall occur on the date of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' spore written notice (unless waived by Purchaser). Sponsor shall not specify a closing or plot to Colobor 14, 2015. Sponsor shall have the right, from time to lime, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall for a new date and time for closing and shall give Purchaser not less then tan (10) days' prior written notice of the new scheduled date and time for closing.

At closing, Purchaser will pay certain costs in connection with the purchase of his Unit in addition to the legal fees of Purchaser's counsel (if arry) and the amount of any net credit in favor of Sponser that may result from the closing apportionments described in the preceding paragraph. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date of the Plan and are subject to change without prior notice:

(a) If Purchaser electa to obtain fee title Insurance, Purchaser will pay a premium to the little company for such insurance, which premium may vary depending upon the title Insurance company and the amount of insurance requested. A lower combined rate may be available if the and mortgage insurance are ordered simultaneously.

(b) Purchaser will pay a fee for recording the Unit Dead and the Unit Owner's Power of Altomery.

(b) Purchasia will pay a fee for recording the Unit Deed and the Unit Owner's Power of Altomey;
(c) If Purchaser obtains a mortgage loan, Purchaser will pay;
(d) If Purchaser obtains a mortgage loan, Purchaser will pay;
(e) If Purchaser obtains a mortgage loan, Purchaser will pay;
(i) a fee and service charge for recording the mortgage;
(i) a mortgage recording tax in the following amount:
(a) for Residential Units, 2.05% of the face amount of a mortgage loan shan \$500,000 for which mortgager receives a \$25 deduction, or 2.175% for a mortgage covaring a Residential Unit equal to \$500,000 or 00 or more, less \$25 and (b) for non-readedniat Units, 2.05% of the face amount of a mortgage less than \$500,000 or 2.80% for a mortgage overing a non-residential Unit equal to \$500,000 or of or more, (iii) if mortgage title insurance is required by Purchaser's lender, an additional premium for insuring the mortgage's interest in an amount equal to the principal amount under the mortgage loan.

Insuring the mortgage's Interest in an amount equal to the principal amount under the mortgage form.

(w) it required by Purchaser's londer, deposits for Common Charges, real estate taxes and casessments in an initial amount and in such monthly sums after closing as recurred by the lender (the amount of which monthly deposits may be changed periodically by the lender). The amount to be initially deposited at closing and the amount of the monthly sums thereafter appablic cannot now be determined and will deposit upon the profides of the lender, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions then payable; and

(v) all other charges or impositions then payable; and

(v) all other charges or impositions then payable; and

(vi) all other charges or impositions then payable; and

(vi) all other charges or impositions then payable; and

(vi) all other charges or impositions then payable; and

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(viii) all other charges or impositions then payable; and

(viii) all other charges or impositions then payable; and

(viii) all other charges or impositions then payable;

(viii) all other charges or imposi

and it is recommented that Purchaser consult win a representative or his lender wan respect (A) the hereby, (b) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been ongaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor egrees therefore the writing;

(iii) Pherchaser Sponsor will pay to Rosen Livingston & Chold LLP, Sponsor's counsel, a fee of \$2.000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Attorney, editional closing documents and for coordinating and attending the closing; (iii) if Purchaser obbins financing and his lender refuses to close at the office of (will) fir Purchaser obbins financing and his lender refuses to close at the office of Rosen Livingston & Cholat LLP, then the closing will be held at the office of Purchaser's lender or such lender's occursel on condition that the closing is held in the Civil (vi) New York at twice fee of \$50,000 if the closing is held in Manhattan or \$700.00 if the closing is held in manhattan or \$700.00 if the closing is held a nonther borusely. If the closing is held in the Civil has the closing is the closing is held a nonther borusely. If the closing is held in the closing is the closing is held in the closing is the closing is held another borusely. If the closing is held in the closing is the closing is held in Manhattan or \$700.00 if the closing is held in another borusely. If the closing is held in the properties of Rosen Livingston & Choist LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Choist

default is not cured within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have the right to retain, as and for Iquidiated demages, the Downpayment. Any sums in excess thereof, together with any interest thereon shall be returned to Purchaser after cancellation.

Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonored or falls of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (i) not allow purchaser any grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have warked is right to see Purchaser of the dehonored or uncollected check, in right to see Purchaser's Down Payment and if Purchaser falls to so do within such thirty (30) day period, to see Purchaser's on the dishonored or uncollected check, in the latter case, Purchaser Will also be liable to relimbures Sponsor for all tiligation costs and other costs of collection.

Upon consolitation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and therefore a fill the provides of all intriner isolativity and obligations hereander and under the Plen. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceede of such sale.

15. Risk of Loss; Casualty
(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's
(uniture or belongings therein until the deed is delivered to Purchaser at deeking
(b) All other risk of loss prior to desing has been assumed by Sponsor, but without any
obigation or liability of Sponsor to repetir the demage or restore the Unit or its contents. If
Sponsor or the Unit Owners eight to repair or replace the loss or damage, this Agreement shall
confluxe in his force and effect, Purchaser shall not have the right to reject the to the Unit or to
receive a credit against, or abstement in, the Purchase Price, and Sponsor shall be entitled to
respire a credit against, or abstement in, the Purchase Price, and Sponsor shall be entitled to
respire a or replacements. Purchaser shall not be required to pay the Balance unless and unit (i)
the thid, and access thereto, has been substantially repaired as near as is researcable means of ingress and sgress to the street have been
restored; and (ii) any condition in the Unit for which a violation (if any) is noted or issued has
been corrected (even if sams is not yet removed or record), other than those that are in the
Obligations of Purchaser to cure or that are caused by the act or omission of Purchaser, its
Itemsees, invitees and/or workers. (Sponsor will endeavor in good faith, and with reasonable
itemsees, invitees and/or workers. (Sponsor will endeavor in good faith, and with reasonable
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itemsees, invitees and/or workers. (Sponsor will endeavor in good faith, and with reasonable
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LLP an additional travel and attendance fee in the same amount as stated above for each

LLP an additional travel and attendance fee in the same amount as stated above for each attendance;

(viii) Purchaser shall, at closing, deposit with the Condominium's Manading Agent the sum of \$13,88.00, which shall be held pursuant to an escrive agreement to prepared by Sponsor's attended, the sum of \$600.00 for the proparation of such exercise shall relimburae Exoneor's atterney the sum of \$600.00 for the proparation of such exercise agreement. The excreve funds shall be held by the Condominium's Manading Agent.

(b) if Sponsor emanges a partial assignment of the sum of \$600.00 for the proparation of such exercise shall perhaps the condominium's Allendard of the purchaser can avoid paying motingage tax, Purchaser shall per Rosen Livingston & Choist LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and easignment of mortgage documents, and the NYS Real Property Transfer Tax; such payment shall not exceed \$49,275.00. Purchaser will pay the remaining New York State Real Estate Transfer Tax and (if explicitle) the one (1%) personal manadom tax;

(c) Purchaser will pay to 13 St West 52° Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal cartified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the described above shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check described above shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check the Sponsor, by wis transfer.

14, Power of Attemey to Condominium Board, Sponsor, Retail Unit Owner and

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Lait Owners
At closing, Purchasar shall execute, acknowledge and deliver to the representative of the title Insurance company Insuring Purchaser's title to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of Sponsor, the Relail Unit Owner and the Commercial Unit Owners relative to smentling the Condominium Board removals to the extension of the Power of Attorney. An originally recorded Power of Attorney shall be eard to the Condominium Board.

16. Events of Default

(a) The following shall constitute "Events of Default" hereunder:

(a) The following shall constitute "Events of Default" hereunder:

(b) Purchaser's fallure to pay the Batance on the Closing Date designated by Sponsor pursuant to paragraph & herein or to timely may the applicable Rosen Livingston & Chotst LLP closing fee or any applicable travel and attendance fee or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Chotst LLP pursuant to paragraphs 12 and 13 above; or

(ii) the dishonor or failure of collection of Purchaser's Down Payment check; or

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(iii) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, as its sole remedy, to cancel this Purchase Agreement by giving Purchaser written rotice of cancellation. If Sponsor elects to cancel Purchaser shall have thirty (30) days from the giving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the

17. Inspection of Unit
At least ten (10) days before the Balence is to be paid, Sponsor or the Seiling Agent shall noilly Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrenge an appointment with the Sponsor or the Seiling Agent to inspect the Unit before the large of such ten (10) day period. Purchaser or his chip valinotized agent shall attend such inspection and shall complete, date and sign the Inspection Report (in the form set of the Section 10 to 10 the Sponsor or Seiling Agent to the constitution of the inspection. Failure of Purchaser either to arrange such appointment or to Inspect the Unit within ten (10) days of receipt of said notice or to as a sign and deliver the completed inspection Report shall not excuse Purchaser from paying the Balanco when due (without provision for second) and shall condition Purchaser's full acceptance of the Oldwerter, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled 'Rights and Obligations of the Sponsor'.

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsold Readential Units, the Commercial Units and the Retail Unit may be used for any lawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the others that the Property of the Prop

closing of title.

16. No Representations
Purchaser admondations
Purchaser admondation of the Property, the Budding or the Unit, or the size or the
dimensions of the Unit or the recome or closets therein contained or any other chysical
characteristics thereof, the services to be provided to Unit Owners or the projected Common
Charges and projected real estate taxes for the Unit, the right to any income tax deduction for
my real estate taxes or mortgage interest paid by Purchaser, or any other information relative
to his purchase of the Unit, except as may be specifically represented herein or in the Plan
Purchaser having relied on Purchaser's own examination and investigation thereor). No
person insis been sultinated to make any representations on behalf of Sponsor. No oral
representations or statements shall be considered a part of the Agreement. Purchaser agrees
(a) to purchase the Unit, without offset or any datin against, or fishility of, Sponsor, whether or
not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as
shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform
substantially to such floor plans and (b) half Purchaser's shell not be relieved of any of
Purchaser's obligations hereauder by reason of any minor inaccuracy or error. The provisions
of this peragraph shall survive the closing of title.

18. Negotiable Terms
Sponcor reserves the right, in its sole and absolute discretion, to negotiate on an individual Spass with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more leverable purchase term given to enother purchase term given to enother purchase term given to another purchase term of will not have been exceeded his Purchase. Agreement or recover his Down Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase

and place the Deposit into the Escrow Account. Within len (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponeor, confirming the Deposit. The notice shall provide the eccount number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, actives, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.

- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchases Agreement and Deposit to Escrow Agent. Compaints concerning the failure to honor such cancellation requests may be relevant to the New York State Desportment of Law, Real Estate Finance Bureau, 120 Brodway, 23* Floor, New York, NY, 10271. Rescission shall not be afforded where proof brodway, 23* Floor, New York, NY, 10271. Rescission shall not be afforded where proof in the Escrow Account in accardence with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely malted to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall confinue to be the Punchaser's money, and may not be confinigled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as exidenced by the ecceptance of a post-closing amendment by the New York State Deportment of Lew. Consummation of the Plan does not releve the Sponsor of its obligations pursuent to GBL §§ 352-e(2-b) and 352-h.
 - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Peragraph 5 upon closing of title to the Unit; or
 - (b) in a subsequent writing signed by both Sponsor and Purchaser, of
 - (c) by a final, non-appealable order or judgment of a court.
- If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) shows, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of motification and the state of the Purchaser and Sponsor prior written notice of the party of the processed of the Deposit prior to the expiration of the hirty (10) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing have of said release. If the Escrow Agent shall provide further written notice from either party objecting to the release of the Deposit until otherwise directed pursuant to the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (a) above. Notwithstanding the foreigning, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (a) above. Notwithstanding the foreigning, the Escrow Agent shall nove the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit le located and shall give written notice to both parties of such deposit.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by faceinitie or .pdf and such shall be deemed originals.

39, Transfer tax and Legal Fees

Notethestending the foregoing in this Agreement and any terms regarding Transfer Taxes or Sponsor's legal fees in the Cifering Plain, Sponsor will pay one half of the NYC Real Property Transfer Tax and the NYS Real Property Transfer Tax and the NYS Real Property Transfer Tax and the Taxes of the Nys Real Property Transfer Tax and the Taxes of the Property Transfer Tax and the Taxes of the Tax

40. Sponsor shall install radiant heating in all of the bathroom floors of the Unit (including the powder room) at no additional cost to Purchasar. Sponsor shall make the third bathroom at "an saite" bathroom by installing a door in the halfway between the second and titled bedreenes.

41. Sponsor agrees to assist Purchaser with any reasonable requests by Purchaser's lender, if any. Access to the Unit for an appraisal will be provided for a bank appraisal, at reasonable times and upon reasonable notice, once the Unit is substantially complete. Notwithstanding, the preceding sentence, this Agreement is not confinent upon issuance of a loan commitment letter or Purchaser obtaining financing of any type.

[Signature page follows]

The Sponsor shall not object to the release of the Deposit to

(a) à Purchaser who timely reschids in accordance with an offer of resolssion contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Eacrow Account to determine compliance with all applicable statutes and regulations.

K. Any provision of the [Purchase Agreement/Excrow Agreement] or separate agreement, whether crai or in writing, by which a Purchaser purports to waive ord indeaminty any obligation of the Escrow Agent holding any Deposit in Lust is absolutely ord. The provisions of the Attorney Generals regulations and GRL §§ 352-e(2-b) and 352-h concerning escrow trust funds shell prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereits.

L. Escrow Agent ethal maintain the Escrow Account under its direct supervision and control.

control.

M. A fiduciary relationship shall exist between Eacrow Agent and Purchaser, and Eacrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-e).

M. A nouclary relationship shall exist between Earrow Agent and Purchaser, and Eacrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-a(2-b) and 352(h).

N. Eacrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which its believed by Eacrow Agent to be genuine and to have bean styned or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or weldity, thereof.

O. Sponsor agrees their it shall not interfere with Eacrow Agent's performance of its flucturely duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-9, as applicable, from Purchases and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement. Q. Prior to release of the Deposit, Escrow Agent's bear and dishuraments shall neither be paid by sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

R. Sponsor agrees to defend, indomnity, and hold Faccow Agent beardage.

circumstance. R. Sponsor agrees to defend, indemnity, and hold Escrow Agent harmless from and against all coats, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities acting in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent's base faith or highlind ideraged of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' (see afther paid to relabil attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to isself.

38. Counterpart Signature Pages

18

MAZO
O. 5-1

EXHIBIT B INSPECTION REPORT

Date: 135 West 52rd Street Owner LLC 512 Sevenih Avenue New York, New York 10018

Re: Unil 135 West 52rd Street Condominium 135 West 52nd Street New York, New York 10019

1.

Gentlemen:
This is to confirm that based on the undersigned's personal inspection of the above referenced Unit, I (we) have found the Unit, it foors, walks, doors, fixtures, appliances, equipment, hardware and all other items listed below, to be in good and satisfactory condition, free of chips, mans, scratches, breaks or other defects, except for those malters (if any) expressly noted below under 'exceptions' requiring repair, adjustment or correction:

Kem	Exceptions (if any)	Purchaser's Inilials
Unit (a)	Interior: Weile:	
(b)	Floors:	
(c)	Cellings:	
(d)	Windows:(glass, sash, pane, stil, etc.)	
(e)	Doors:	
(1)	Electrical fixtures:	
(g)	Peinted surfaces:	
(h)	Klichen cabinets:	
(1)	Appliances:	
(i)	Kitchen sink:	
(k)	Medicine cabinels:	
(9	(doors & mirror) Vanities:	

23

	Item	Exceptions (if eny)	Purchaser's Initials
	(m)	Bathroom sinks:	
	(n)	Water closet:	
	(a)	Ballntubs:	
	(p)	Bathroom tile:	
	(q)	Hantware:	
		(doorbell, doorknob, feucets, locks,	
	(r)	Intercom:	
2.	Ger	neral Operating Condition:	
	(a)	All Doore:	
	(b)	All Windows:	
	(c)	All Plumbing:	
	(d)		
	(e)	Olher:	

(e) Other.

The undersigned will sign and deliver to you a separate statement signifying my (our) estistaction with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repair, adjustments or corrections to the Unit or any portion shall not be obligated to make any repair, adjustments or corrections to the Unit or any portion hereof or its fratures, appliances, equipment, etc., continued therein, from or after the date of disfery of possession of the Unit to the undersigned, except as to those itams (if any) expressly excepted above and your obligation regarding my such except as to those itams (if any) application of the repair, adjustment or correction of same. Nothing contained herein shall be construct to except the total construction of design to the extent required in the section entitled Ptightie and Obligations of Sponsor Condominium. The undersigned shall be required to complete the payment of the Ruchaste Condominium. The undersigned shall be required to complete the payment of the Ruchaste Prize (without the provision for an escreyer) and except life to the Unit on the classing date notWithstanding the presence of any exceptions.

Purchaser's Signature	Agreen 15. 135 West 52 rd Street Owner LLC	
Purchaser's Signature	By:	

24

PURCHASE AGREEMENT

AGREEMENT mode as of March 24, 2015 between 135 WEST 52*0 STREET OWNER LLC, maintaining an office at 512 Seventh Avenue, New York, New York 10016 ("Sponsor"), and Celine Shi residing at 9 West 31* Street. Apartment 19A, New York, New York 10001 ("Purchaser").

Purchaser's Attorney: Leon Luk, Esq.

Address: Luk and Luk, LLP

254 Canal Street, Suite 2001

New York, NY 10013

Telephone: (212) 219 8686 Fax: (212) 219 8817

Percentage of Common Interest: 0,6800 % Common Charges: \$1,511.09 per month

Email: lukspc@aol.com

Residential Percentage of Common Interest: 0,9057%

Selling Agent: Douglas Elliman (Stacy Spielman)

Co-Broker: Douglas Elliman (Sherri XL Shang)

Real Estate Taxes: \$2,115.25 per month; B.I.D. Tax: \$18.81 por month;

Keal Estate laxes: 34,113.45 per month; B.LD. Lax, St.6.1 per month; Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 30A ('Unit') in the building ('Building') known as 135 WEST 52^M STREET Condominum ('Condominum') and located at 135 WEST 52^M STREET, New York, New York 10019, together with a 0.8800% undivided interest in the Common Elements appurtenant hereto, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amended from time to time, the "Declaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

1. Purchase Price

(a) The purchase price, exclusive of closing adjustments and coxts referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$3,550,000.00, payable as follows:

(i) \$832,500.00 ("Downpaymen") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 5; and

(ii) \$3,017,500.00, constituting the belience of the Purchase Price ("Beliance"), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as harehalter provided.

(b) All checks in payment of the Purchase Price shall represent United States currancy and be drawn on or Issued by a bank or trust company authorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thereof in "immediately available limits" (i.e. by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of Fossen Livingston & Cholst LLP, as Escrow Agent" or (as to the Balance) to "135 West 62" Streat Owner LLC" or

(c) Purchaser hereby adopts, accepts and approves the Ptan (including, without limitation, the Condominium Documents set forth in Part II of the Ptan and Parts A and 6 of the Exhibits submitted with the Ptan to the Department of Law) and agrees to abide end be bound by the terms and conditions thereof, as well as all amendments to the Ptan duly filed by Sponsor (including, without limitation, amendments Involving any changes, modifications, or updaining of (including, without limitation, amendments Involving any changes, modifications, or updaining of the projected Common Charges, the projected real estate laxes to be paid by Purchaser, or Schedule B "Budget for the First Year of Condominium Operation"). Except in the case of a schlerate averse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser's consent or approval. However, Sponsor shall not have the right to unitaterately cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this set forth at length. In the event of any inconsistency or conflict between the provisions of this set forth at length. In the event of any inconsistency or conflict between the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had tull opportunity to examine all documents and investigate all statements made herein and in the Plan.

4. Personal Property

4. Personal Property (a) At closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), hardwere and other fixtures and equipment installed therein as set forth in the Plan.

sinks, vanities (if any), air conditioning units (if any), narowere and other inxules and equipment installed therein as set forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixures in place of tiose referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, well coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set torth in the Plan. Ary floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be listed for minor varietions from any floor plans or structures.

(c) Sales model apertments may, at Sponsor's option, be sold furnished at a later date but will initiately be withheld from sele.

(d) There will be no modifications or extras unless agreed to in writing by the perfies. All modifications and atterdisons must be approved by Sponsor in writing and, if approved, shell be performed by Sponsor at Purchaser's expense (payable in the manner to be set torth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

5. Purchase Monies to be Held In Trust
(a) The law firm of Rosen Livingston & Cholst LLP, with an address at 275 Madison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ["Escrow Agent" for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signationies: Monton H Rosen, Peter I. Livingston, Mary L. Kosmark, Bruce A. Cholst. All designated signatories are admitted to practice taw in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor,

such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payes; they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Ptan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herbin, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in denogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Law.

(e) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisites set forth under "Terms of Sele - Prerequisites to Closing of Title" in Part I of the Plan are met concurrently with, or prior to, closing.

2. Definitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52^{NO} Street, New York, New York

10019. (b) "Closing Date", "closing," closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deed transferring full conversitip (les simple title) to the Unit on the terms set forth in this Agreement.

(c) "Condominium" shall mean The 135 West 52" Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 West 52" Street Condominium establishing condominium ownership of the Proporty, as same may be amended from time to time.

time.

(e) 'Depository' shall mean Signalure Bank, 300 Park Avenue, New York, New York 10022.

(f) 'Plan' shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) 'Property' shall mean the Building, the land upon which it is erected and all other improvements thereom more fully described in the Declaration.

(h) 'Title Insurance Company' shall mean any reputable title insurance company ticensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

rian
 (a) Purchaser represents that Purchaser has possessed the Plan and any filed endments thereto at least three (3) business days prior to submitting this Purchase

amendments thereto at least time (y) such that (a) business days) Purchaser has the Agreement, or (b) in the event Purchaser does not wish to wait three (3) business days) Purchaser has the right to rescind this Purchase Agreement by sending written notice of his rescission to the Selling Agent by certified or registered mail, return receipt requested (and post-marked), or by personal delivery to the Selling Agent, within seven (7) days of submission of this Agreement (time being of the essence to exercise such right of rescission within such seven (7) day

Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of

(b) The Escrow Agent has established the escrow account at Signature Benk, located at 300 Park Avenus, New York, New York ("Bank"), a bank euthorized to do business in the State of New York. The escrow account is entitled "Furchaser's Name) Rosen Livingston & Cholst LIP Escrow Agent" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to accoue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No less of any kind may be deducated from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which Interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as "interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all Interest on monies deposited hereunder. It is possible that Purchaser may not receive Interest on the Down Payment for the entire month in which the closing is scheduled to occur. The Sponsor and Seiling Agent will not be liable to Purchaser for the amount of such Interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handlied in accordance with Sections 352-e(2/tb) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

6. Closing of Title (a) The closing of title shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than hirty (30) days' prior written notice (unless waived by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for dosing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than len (10) days' prior written notice of the new scheduled date and time for addition.

- (a) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which premium may vary depending upon the title insurance company and the emount of insurance requested. A lower combined rate may be available if fee and mortgage insurance are ordered shmittaineously.
 (b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Attorner.
- (b) Purchaser will pay a tee un total Attorney;

 (c) If Purchaser obtains a mortgage loan, Purchaser will pay;

 (d) If even a fee and service charge for recording the mortgage;

 (ii) a fee and service charge for recording the mortgage;

 (iii) a mortgage recording tax in the following amount:

 (a) for Residential Units, 2.05% of the feece amount of a mortgage leas then \$50,000 for which mortgagor receives a \$25 deduction, or 2.175% for a mortgage covering a Residential Unit equal to \$500,000.00 or more, leas \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage leas than \$500,000 or more, 2.05% of the face amount of a mortgage loan under the mortgage's interest in an amount equal to the principal amount under the mortgage loan.
- insuring the mortgagues's interest in an amount equal to the principal amount under the mortgague loan.

 (w) if required by Purchaser's tender, deposits for Common Charges, mall estate taxes and (w) if required by Purchaser's tender, deposits for Common Charges, mall estate taxes and sassessments in an initial amount and in such monthly sums after closing as required by the lender). The amount to be initially deposited at closing and the amount of the monthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of morths remaining between the closing of title and the date upon which the taxes and other changes or impositions next due are to be paid and the lender's estimate of the amount of the taxes and other changes or impositions then payable; and

 (v) all other chaiging osts and expenses required to be paid to, or on behelf of, such lender (vinich costs and expenses may include the fees of such lender's counsel), in amounts to be determined by the inorder. Sponsor makes no representation or warranty as to the nature or amounts of the closing costs andorr the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his tender with respect thereto;
- neretor.

 (vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees
- Defining Augent or (b) any other brokes and has beard abover unless Sponsor agrees otherwise in writing:

 (viii)Purchaser will pay to Rosen Livingston & Cholst LLP, Sponsor's counsal, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Daed, Unit Comer's Power of Attorney, additional closing documents and for coordinating and attending the closing; (viii) if Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Cholst LLP, then the closing will be held at the office of Purchaser's lender or such lender's counsel on condition that the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, in addition to said closing fee set forth above, a linear lender of \$500.00 if the closing is held in Manhattan or \$700.00 if the closing is held in another borough. If the closing attended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP an additional uravel and attendance fee in the same amount as stated above for each attendance.
- attendance;
 (wiii) If Purchaser is other than a natural person, Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominism and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such

Purchaser fails to so do within such thirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to relimburse Sportsor for all fitigation costs and other costs of collection. Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Casualty
(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's further or belongings therein until the deed is delivered to Purchaser at closing.
(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or lability of Sponsor to repair the demage or restore the Unit or its contents. If Sponsor or the Unit Owners elect to repair or replace the loss or damage, this Agreement shall confinue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a cradit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of lime to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the casuality, (ii) its essential services (such as gas, electricity, and heet) and a reasonable means of ingress and egress to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been connected (even if same is not yet removed of record), other than those that are the obligations of Purchaser is cursor that are caused by the act or omission of Purchaser, its licensees, invitees and/or workers. (Sponsor will endeavor in good faith, and with reasonable diligence, to remove or cause to be removed subsequent to closing all violations of record it is obligated to carrect.) Any proceeds received from insurance, or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or of other Unit Owners). If such proceeds are paid to Purchaser, Purchase

17. Inspection of Unit
Al least len (10) days before the Balance is to be paid, Sponsor or the Seiling Agent shall
notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser
shall promptly arrange an appointment with the Sponsor or the Seiling Agent to inspect the Unit
before the lapse of such ten (10) day period. Purchaser or his duty exthortized agent shall
attend such inspection and shall complete, date and sign the inspection Report (in the form set
forth as Extribit B to this Agreement) and deliver same to the Sponsor or Seiling Agent at the
conclusion of the inspection. Failure of Purchaser either to amange such appointment or to
inspect the Unit within ten (10) days of receipt of said notice or in so sign and deliver the

- (ix) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Cholst LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment

ILP a fee of \$1,00.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and (d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the deed, the New York City Real Property Transfer Tax and (if applicable) the real (1%) percent "mansion tax";

(e) Purchaser will pay to 135 West 62rd Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the aforementioned costs, fees and charges are cumulative.

The payments described above shall be payable at or prior to the Closing by Purchaser's unandorsed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wite transfer.

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners
At closhing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's fille to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in Savor of the Condominium Board retailve to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Connercial Unit Owner retailve to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sant to the Condominium Board.

15, Events of Default

- 15, Events of Default

 (a) The following shall constitute "Events of Default" hereunder:

 (i) Purchaser's falfure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to limely pay the applicable Rosen Livingston & Cholst LIP dosing fee or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Cholst LIP pursuant to paragraphs 12 and 13 above; or

 (ii) the dishonor or failure of collection of Purchaser's Down Payment check; or

 (iii) the dishonor or failure of collection of Purchaser's Down Payment check; or

 (iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

 (b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cancel this Purchase Agreement by giving Purchaser written notice of cancellation. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving rif notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAy PERIOD. If the default is not cured within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have the right to retain, as and for fliquidated damages, the Downpayment. Any sums in excess thereof, together with any interest thereon shall be returned to Purchaser after cancellation. Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonered or fails of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchaser Agreement and to (i) not allow Purchaser any grace period in which to provide good fronts for Purchaser's check in payment of the Down Payment is desinoned or incollected check; or (ii) allow Purchaser thirty (30) days in which to make good Purchaser's Down Payment and if

completed Inspection Report shall not excuse Purchaser from paying the Balance when due (without provision for escrow) and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall refleve Sponsor of its obligations as set forth in the section of the Plan antitled 'Rights and Obligations of the Sponsor'.

Except as otherwise set forth in the Dectaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any lawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shell survive the

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, furnishings and fixtures contained in model units, selling brochures, advertisements, representations, warrantiers, statements or restinates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the resize or the directions of the Unit or the rooms or closets therein conteined or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to eny income tax deduction for eny real estate taxes or martigage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented herein or in the Plen (Purchaser having relied on Purchaser's own examination and investigation thereof). No crait representations or statements shall be considered a part of this Agreement. Purchaser are (p) to purchase the Unit, without offset or any dainy against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans, is accurate or corred, provided the layouts and dimensions conform substantially to such floor plans and (b) that Purchaser shall not be relieved of any of this paregraph shall survive the closing of title. Purchaser's obligations hereunder by reason of a of this paregraph shall survive the closing of title.

19. Negotiable Terms

Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to another purchaser and will not have the right to rescind this Purchase purchase term given to another purchaser and will not have the right to rescind this Purchase price; the amount of the Down Payment or any other amount of map the purchase price; the amount of the Down Payment, the right of a purchaser to censel the Purchase Agreement and recover the Down Payment for failure to obtain financing or to close by a specific date; the closing date and minimum notice required to schedule the closing; upgraded appliances, fixtures or equipment or other afterations, improvements or additions to be performed by and at the expense of Sponsor; excusing a purchaser from closing costs and/or penalties for closing late; longer time periods to pay or perform obligations under the Purchase Agreement; elimination of "time of the essence" provisions; price or common charge rebales; Agreement; elimination of, or guarantee of, common charges for a given period; Sponsor financing (provided an amendment to the Plan containing the terms thereof is duty filled); allowances or credits against the purchase price for decorations; to install appliances or fixtures

- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall confinue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- i. Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after constitutionation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-b.
 - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
 - (b) in a subsequent writing signed by both Sponsor and Purchaser; or
 - (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser end Sponsor prior written notice of not (ewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of lite thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of sald release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant by paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

- (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or
- (b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.
- The Department of Lew may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.
- K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether orat or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attornay General's regulations and GBL §5 352-e(2-b) and 362-h concerning secrow hust funds shell prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

SPONSOR: 136 WEST 52 ^{MO} STREET OWNER LLC By: Meyer Chetril, Principal By: David Bistricer, Principal	Purchaser Co-Purchaser
(Purchaser) Data Accepted: (Please initial on line and print or type name under line.)	
Purchaser acknowledges: Receipt of Offering Plan and Amendments at AME (AMM, (P.M.) on	Initials: Of Third
Delivery of Purchase Agreement and Check for Down Payment at 2 (A.M.(P.M.)	Initials:Co-Purchaser:

- Escrow Agent shall maintain the Escrow Account under its direct supervision and
- common.

 M. A [iduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-e)

- M. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 552-e(2-b) and 352(h).

 N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is betieved by Escrow Agent to be genuine and to have been signed or presented by the proper party or perties and shell have no tability or responsibility with respect to the form, execution, or validity thereof.

 O. Sponsor agrees that it shall not interfers with Escrow Agent's performance of its fluciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-f(n) and the New York State Department of Law's regulations.

 P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement Q. Prior to release of the Deposit, Escrow Agent's fees and discursaments shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

 R. Sponsor agrees to defend, indemnity, and hold Escrow Agent harmless from and against all costs, cleims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performence of Escrow Agent's duties under this Purchase Agreement or the performence of Escrow Agent's the Escrow Agent's duties under this Purchase Agreement or will disregard of the obligations set forth in this Purchase Agreement or howlying gross.

38 Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) Instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originals.

39. Transfer tax

Notwithstanding the foregoing, Sponsor will pay one half of the NYC Real Property Transfer Tax and the NYS Real Property Transfer Tax; such payment shall not exceed \$32,393.75.

(Signature page follows)

18

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

Meyer Chetrit, Principal

34# #3.550,000

yalis

<u>A</u> David Blatdcar, Princip

Quenl

(Purchaser) Data Accept 25 Oct

("Please initial on line and print or type name under line.)

Purchasar acknowledges رحزر :Initials

Delivery of Purchase Agreement and Chet Agreement and Check for Down Payment at 2 (A.M.(P.M.) on 5/21 2015 KΛ

27707 ("Purchaser").

Purchaser's Attorney:

Address:

Robinson & Cole LLP 280 Trumbull Street, Hartford, CT 08103

Telephone:

(860) 275-8204 Fax: Email: gberman@rc.com

Percentage of Common Interest: 0.6100% Common Charges: \$1,295.22 per month Residential Percentage of Common Interest: 0.7763%

Selling Agent: Douglas Ellimen (Stacy Speilman)

Co-Broker: Sotheby's International Realty (Kevin Brown)

Real Estate Taxes: \$1,813.07 per month; B,I.D. Tax: \$16.87 per month;

Real Estate (axes: \$1,013,v/ per monut; D.I.D. (ax: \$16.8/ per monut; Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 30B ("Unit") in the building ("Building") known as 135 WEST 52" STREET Condominium ("Condominium") and located at 135 WEST 52" STREET, New York, New York 10019, together with a 0.6100% undivided interest in the Common Elements appurhant thereto, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Decleration of Condominium Ownership (as the same may be amended from time to fire, the "Decleration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

7. Purchase Price
(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$3,045,000.00, payable as follows:
(1) \$455,750.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 5; and

collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 5; and

(ii) \$2,589,250,00, constituting the balance of the Purchase Price ('Balance'), by certified check of Purchaser or official benk check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or trust company authorized to accept deposits in New York State. All checks in payment of the Dampayment shell be payable to the order of Escrow Agent (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thereof in "immediately available funds" (i.e. by wher transfer to a bank account designated by Sponsor).

(c) All checks shell be unendoreed, made payable to the direct order of "Rosen Livingston & Cholst LLP, as Escrow Agent" or (as to the Balance) to "135 West 25% Street Owner LLC" or such peyees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York

submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, es well as all amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate Laxes to be paid by Purchaser, or Schedule B "Budget for the Frist Year of Condominium Operation"). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser's obligations hereunder nor entitle Purchaser, and any such amendment reay be filled by Sponsor without. Purchaser's consent or approval. However, Sponsor shall not have the right to unitalerally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchases Price or payment terms contained in this Agreement, unless Purchaser consents thereto in willing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this set forth at length. In the event of any inconsistency or conflict between the provisions of this set forth at length. In the event of any inconsistency or conflict between the provisions of this set forth at length. In the event of any inconsistency or conflict between the provisions of the set forth at length. In the event of any inconsistency or conflict between the provisions of this set forth at length. In the event of any inconsistency or conflict between the provisions of the set forth at length. In the event of any inconsistency or conflict between the and any event and beinding. Purchaser acknowledges having had full opportunity to examine all documents and investigate att statements made herei

investigate att statements made nerein and in the Plant.

4. Personal Property
(a) At closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), hardware and other fudures and equipment installed therein as set forth in the Plan.

Spensor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and flutures in place of those reterred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, well coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including those contained in the Plant) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any floor plans or structures.

(c) Sales model spartments may, at Sponsor's option, be sold furnished at a later date but will initially be withheld from sale.

(d) There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

5. Purchase Monles to be Held In Trust
(a) The law firm of Rosen Livingston & Choist LLP, with an address at 275 Madison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ("Escrew Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Morton H Rosen, Peter Livingston, Mary L Kosmank, Bruce A. Choist. All designated signetories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent. Maneging Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Clearing House Association. All checks must be payable directly to the order of the required payee; they may not be endorsed.

(d) Purchasor's payment of the Belance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed these obligations stated in the Plan and this Agreement to be performed by Sponsor prior to dosing and, unless otherwine set forth herein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Law.

(e) Purchaser is not required to pay the Batance or accept title to the Unit unless all of the prerequisities set forth under Terms of Sale - Prerequisities to Closing of Title" in Part Lof the Plan are met concurrently with, or prior to, closing.

2. Definitions - The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52" Street, New York, New York

10019. (b) 'Closing Date', 'closing', 'plosing of title' and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser of the deleter of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

(c) 'Condomintum' shall mean The 135 West 52¹⁰ Street Condominium.

(d) 'Declaration' shell mean the Declaration of the 135 West 52¹⁰ Street Condominium establishing condominium ownership of the Property, as same may be amended from time to line.

lime.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(i) "Plan" shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Building, the land upon which it is exected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title insurance company licensed to do-business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

Plan (a) Purchaser represents that Purchaser has possessed the Plan and any filed amendments thereto at least three (3) business days prior to submitting this Purchase

eament; or (b) In the event Purchaser does not wish to walt three (3) business days) Purchaser has the (a) in the event purchaser does not wish to wait three (3) business days) Purchaser has the light for resident dis Purchase Agreement by sending withen notice of his recission to the Selling Agent by certified or registered mail, return receipt requested (and post-marked), or by personal delivery to the Selling Agent, within seven (7) days of submission of this Agreement (time belong of the essence to exercise such right of resclosion within such seven (7) day

period).

(c) Purchaser hereby adopte, accepts and approves the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Exhibits

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ('Bank'), a bank authorized to do business in the State of New York. The escrow account is entitled "American Institute of CPA's Rosen Livingston & Choist LLP Escrow Agent' ('Escrow Account'). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured.

All Deposits received by Purchaser shall be in the form of checks, money orders, who transfers, or other instruments, and shall be made payable to orendorsed by the Purchaser to the order of Rosen Livingston & Cholst LIV as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate The interest rate for all Deposits made into the Escrow Account shall be in prevailing rate for such accounts, which is currently 0.2%, interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest semed thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as 'interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations bereunder and the transfer to Purchaser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all Interest on manies deposited thereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entire month in which the dosing is scheduled to occur. The Sponsor and Satling Agent will not be liable to Purchaser for the amount of such Interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase-Agreement will be handfed in accordance with Sections 352-e(2)(a) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

6. Clasing of Title

e. Crosing of time (a) The closing of title shall occur on the dete and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless waived by Purchaser). Sponsor shall have the right, from time to time, to adjourned by Sponsor, then Sponsor shall fix a new date and time for closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than (an (10) days' prior written notice of the new scheduled date and fine for closing.

for closing.

(b) The closing of title shall occur only after or concurrently with compliance with the prorequisities set forth under Terms of Sale Prerequisities to Closing of Title in Part I of the

(a) If Purchaser elects to obtain fee title insurence, Purchaser will pay a premium to the title company for such insurance, which premium may vary depending upon the title insurence company and the amount of insurance requested. A lower combined rate may be available if fee and mortgage insurance are ordered simultaneously.
(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Attracer.

Attorney;
(c) if Purchaser obtains a mortgage loan, Purchaser will pay:
(i) a fee and service charge for recording the mortgage;
(ii) a fee and service charge for recording the mortgage;
(iii) a mortgage recording tax in the following amount:
(a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgager receives a \$25 deduction, or 2.175% for a mortgage evening a Residential Unit equal to \$500,000 or or more, less \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage less than \$500,000 or 2.80% for a mortgage covering a non-residential Unit equal to \$500,000 or or more,
(iii) if mortgage title insurance is required by Purchaser's lender, an additional premium for insuring the mortgagee's interest in an amount equal to the principal amount under the

insuring the mortgagees interest in an amount equal to the principal amount under the mortgage load.

(N) if required by Purchaser's lender, deposits for Common Charges, real estate taxes and assessments in an indied amount and in such monthly sums after closing as required by the lender (the amount of which monthly deposits may be changed periodically by the lender). The amount to be initially deposited at closing and the amount of the monthly sums hareafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the amount of the taxes and other closing osts and expenses required to be paid to, or on behalf of, such lender (which costs and expenses may include the frees of such lender's counsel), in amounts to be determined by the lender. Sponsor makes no representation or warranyly as to the nature or amounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his lender with respect thereto.

and its recommended that Purchaser consult with a representative of this entired with respect (4) the sentence with respect (4) the sentence with respect (4) the sentence with respect (4) the selling Agent or (8) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees (vii)Purchaser will pay to Rosen Livingston & Cholst LLP, Sponsor's counsel, a fee of Powor of Attomay, additional closing documents and for coordinating and attending the closing; (viii) if Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Cholst LLP, then the closing viib be held at the office of Purchaser's lender or such lender's counsel on condition that the closing is hask in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, in and the closing is hask in the City of New York and a travel fee of \$500.00 if the closing is held in Manhaman or \$700.00 if the closing is held in another borough. If the closing attended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP and additional travel and attendance fee in the same amount as stated showe for each attendance;

attendance; (vill) if Purchaser is other than a natural person, Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Cholst LLP a (se of \$500,00 for preparation of such

9

Purphaser falls to so do within such thirty (30) day pariod, to sue Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to relimburse Sponsor for all titigation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Unit may be sold to another as though this Agreement had never been made, and whitch accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Casualty

(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser at dosing.

(b) All other risk of lose prior to closing has been essumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor or the Unit Owners elect to repair or replace the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (f) the Unit has been substantially repaired as near as its reasonably possible to its condition immediately prior to the casually; (fi) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and agrees to the street here been restored; and (fill any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the obligations of Purchaser to cure or that are caused by the act or omission of Purchaser, its licenaees, invitees and/or workers. (Sponsor will endeavor in good faith, and with researchable diliportor, to remove or cause to be removed authority of the store of the store of the top of the condition in the second of the condition of the store of the condition of the

17. Inspection of Unit
At least ten (10) days before the Balance is to be paid. Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shell promptly arrange an appointment with the Sponsor or the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized agent shall stated such inspection and shall complete, date and sign the Inspection Report (in the form set forth as Exhibit 8 to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the Inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of sald notice or to so sign and deliver the

(ix) if Sponsor erranges a partial assignment of mortgage from its construction lender so turbrahear can avoid paying mortgage tax, Purchaser shall bay Rosen Livingston & Cholet LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment.

LLP is fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and (d) Purchaser will pay the New York State Real Estate Transfer Tax (documentary slamps) to be affixed to the deed, the New York City Reel Property Transfer Tax and (if applicable) the one (11%) percent "manison tax"; (e) Purchaser will pay to 135 West 52nd Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the aforementioned costs, fees and charges are cumulative.

The payments described above shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners and Al closing, Purchaser shall execute, acknowledge and deliver to the presentative of the little insurance company insuring Purchaser's title to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in fevor of the Condominium Board relative to purchasing or leasing of Residential Units and in lavor of Sponsor, the Retail Unit Owner and the Commercial Unit Owners relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

15. Events of Default

15. Events of Default

(a) The following shall considide "Events of Default" hereunder:

(b) Prombaser's failure to pay the Baiance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to timely pay the applicable Rosen Livingston & Cholst LLP closing the or any applicable larvel and attendance fee or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Cholst LLP pursuant to paragraphs 12 and 13 above; or

(ii) the dishonor or failure of collection of Purchaser's Down Psymeni check; or

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cencel this Purchases Agreement by giving Purchaser written notice of cancellation. It Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SIO THIRTY (30) DAY PERIOD. If the default is not cured within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have the right to retain, as and for liquidated damages, the Downpaymont, Any sume in excess thereof, logether with any interest increon shall be returned to Purchaser after cancellation.

Nolvithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonored or falls of collection, Sponsor, all its option, may elect, by written notice to Purchaser, to cancel this Purchase Agreement and to (f) not allow Purchaser any grace period in which to provide good funds for Purchaser's check in payment, in which event Sponsor shall be deemed to have waived its right to sue Purchaser on the dishonored or uncollected check; or (ii) allow Purchaser thirty (30) days in which to make good Purchaser's Down Payment and if

completed Inspection Report shall not excuse Purchaser from paying the Belance when due (without provision for escrow) and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall releve Sponsor of its Obligations as set forth in the section of the Plan entitled 'Rights and Obligations of the Sponsor'.

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any lawful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

closing of title.

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architect's plans, safes plans, furnishings and fixtures contained in modal units, selling brochures, advertisements, representations, wernenties, statements or estimates of any nature whatsoever, whether written or roat, made by Sponsor, Selling Agent or others, including, but not limited to, any retaining to the description or physical condition of the Property, the Building or the Unit, or the size of the dimensions of the Unit or the rooms or closels therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate laxes for the Unit, the right to any income tax deduction for any real estate laxes for the Unit, the right to any income tax deduction for any real estate laxes for the Unit, are right to any income tax deduction for any real estate laxes for the Unit, the right to any income tax deduction for any real estate laxes or mortgage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented therein or in the Plan (Purchaser having relied on Purchaser's own examination and investigation thereof). No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform substantially to such floor plans and (b) that Purchaser shall not be relieved of any of this paragraph shall survive the closing of title.

19. Negotiable Terms

19. Negotiable Terms
Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to another purchaser and will not have the right to rescribe this Purchase Agreement or recover his Down Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase towns which may be negotiated, purchase price; the amount of the Down Payment, the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for failure to obtain financing or to close by a specific date; the closing date and minimum notice required to schedule the closing, upgraded appliances, fotures or equipment or other alterations, improvements or additions to be performed by and at the expense of Sponsor, excusing a purchaser from closing costs and/or penalties for closing fare; longer time periods to pay or perform obligations under the Purchase Agreement; elimination of time of the essence provisions; price or common charge rebates; assumption of payment of, or guarantee of, common charges for a given period; Sponsor intended to pay or period to the payment of an experiment of the sesence provisions; price or common charge rebates; assumption of payment of, or guarantee of, common charges for a given period; Sponsor intended to the payment of the purchase price for decorations; to install appliances or factures also appliances or factures.

- H. All Deposits, except for advances made for upgrades, extras, or custom work mestived in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingied with any other money or piedged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the and does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
 - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
 - (b) in a subsequent writing signed by both Sponsor and Purchaser; or
 - (c) by a final, non-appealable order or judgment of a court.

if the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not tewer than tirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit, and the Escrow Agent has not received notice of objection to the release of the Deposit and the Textor Agent and provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice form either party objecting to the release of the Deposit with said lithity (30) day period, the Escrow Agent aftail continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithistanding the foregoing, the Escrow Agent shall have the right at any lime to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

- (a) a Purchaser who limely resoluds in accordance with an offer of resolution contained in the Plan or an Amendment to the Plan; or
- (b) all Purchasers after an Amendment abandoning the Plan is accepted for filling by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnity any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-th concerning escrow trust structs shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

[Signature page follows]

- Escrow Agent shell maintain the Escrow Account under its direct supervision and
- M. A liduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

Escrow Agent adulowinsges its inducting and statutory organizers parabolic and 325/30 and 325/30.

N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which its believed by Escrow Agent to be peruline and to have been signed or presented by the proper party or parties and sall have no liability or responsibility with respect to the form, execution, or validity thereof.

O. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in 621. §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

P. Sponsor shall obtain or cause the selling sport under the Plan to obtain a completed and signed Form V4-9 or V4-8, as applicable, from Purchaser and deliver such form to Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any directious and the properties of the proposit.

circumstance.

R. Sponsor agrees to defend, Indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement or the except with respect to actions or omissions taken or eurifored by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or Involving grows negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

M

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimile or .pdf and such shall be deemed originals.

- 39. Modifying Section 9(b)(ii), Purchaser will order a little insurance commitment from Stawart Title Insurance Company. No item shall constitute a Permitted Exception if same materially adversely affects the marketability of the Unit, the use, or occupancy of the Unit as a residential dwelling or Purchaser's access to the Unit.
- 40. Sponsor shall promptly notify Purchaser of any of the following occurring prior to the Closing: (a) any modifications or amendments to the Plan, the Declaration, the By-Lews or the Rules and Regulations of the Condominium; (b) any increase in the amount of monthly common charges or real estate taxes for the Unit; (c) any intended or proposed assessment: (d) any intended or proposed additions or changes to any transfer or other fee charged by the Condominium or its menaging agent with respect to the sale of a unit in the Building; (s) any dramage or casualty to the Unit or the Building; and (q) any illiquetion, action or other proceedings affecting the Unit.

18

SPONSOR: 135 WEST 52 ND STREET OWNER LLC By: Meyer Chetrit, Principal 39: David Bistricer, Principal	PURCHASER: Purchaser Tim LaSparuto Confoller Co-Purchaser
(Please initial on line and print or type name under line.)	
Purchaser acknowledges: Receipt of Offering Plan and Amendments at 4:00 (A.M.)(P.M.) on Molember 5, 2014; and	Initials: The La Spaluto Contaller Purchaser. The La Spaluto Contaller
Delivery of Purchase Agreement and Check for Down Payment at (A.M.)(P.M.) on	Initials:Co-Purchaser:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

EXHIBIT 8
EXHIBIT D
INSPECTION REPORT
MARKET CHICK INC. OIL

Dale:
135 West 52 ^M Street Owner LLC
512 Seventh Avenue
New York New York 10018

Re: Unit_ 135 West 52rd Street Condominium 135 West 52nd Street New York, New York 10018

1.

Gentlemen: This is to confirm that based on the undersigned's personal inspection of the above referenced Unit, I (we) have tound the Unit, its floors, walls, doors, fidures, appliances, equipment, hardware and all other items listed below, to be in good and basifactory condition, free of chips, mars, scretches, breaks or other defects, except for those matters (if any) expressly noted below under "exceptions" requiring repair, adjustment or correction:

Item	Exceptions (if any)	Purchaser's Initials
Unit	Interior:	
(a)	Walls:	
(b)	Floors:	
(c)	Ceilings:	
(d)	Windows:(glass, each, pane, sill, etc.)	
(e)	Doors:	
(f)	Electrical fixtures:	
(g)	Painted surfaces:	
(h)	Kitchen cabinets;	
(i)	Appliances:	
()	Kitchen sink:	
(k)	Medicine cabinels:	
(f)	(doors & mirror) Vanities:	
		-

	Item	Exceptions (if any)	Purchaser's Initials
	(m)	Bathroom sinks:	
	(n)	Water closel:	
	(o)	Bathtubs:	
	(p)	Bathroom tile:	
	(q)	Hardware:	
	(r)	(doorbell, doorknob, faucets, locks, etc.) Intercom:	
2.	Gen	eral Operating Condition:	
	(a)	All Doors:	
	(b)	All Windows:	
		All Plumbing:	
		All Hardware:	
	(e)	Other:	
Batis[a	ction v	gned will sign and deliver to you a with each item excepted above (if any) then or correction of same. The und), immediately upon th

nne undersigned will sign and deliver to you a separate statement elignifying my (our) satisfaction with each item excepted above (if any), immediately upon the completion of line repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, adjustments or corrections to the Unit or any portion thereof or its fixtures, appliances, sequipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above and your obligation regarding eny such excepted items shall coase upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be construed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the section entitled "Rights and Obligations of Sponsor contained in the Oriening Plan for Condominium Ownership of the 135 West 52" Street Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an excrew) and accept title to the Unit on the closing date notwithstanding the presence of any exceptions.

Agreed To: 135 West 52rd Street Owner LLC Purchaser's Signature Purchaser's Signature By:

PURCHASE AGREEMENT

AGREEMENT made as of July 24, 2014 between 135 WEST 52¹⁰ STREET OWNIRR LLC, maintaining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Guogin Zhang and Lei Wang residing at 275 Henry Street, Paramus, NJ 07852 ("Purchaser").

Purchaser's Attorney: Ronald H. Gitter, Esq.

Address: 110 East 59th Street, 23th Floor, New York, New York 10022

Telephone: (212) 826-2495 Fax: (646) 536-8715 Email: ron@gitterlaw.com

Percentage of Common Interest: 0.6800% Common Charges: \$1,511.09 per month

Residential Percentage of Common Interest: 0.9067%

Co-Broker: Keller Williams (Ying Li-Oshrin)

Real Estate Taxes: \$2,116.25 per month; B.I.D. Tax: \$18.51 per month;

Real Extate Laxes: \$2,719.25 per month;

Sponeer agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 30C
("Unit") in the building ("Building") known as 135 WEST 52^{No.} STREET, New York (New York 10019, together with a 0.6800% undivided interest in the Common Elements appurenant thereto, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Dedaration of Condominium Ownership (as the same may be amended from time to time, the "Declaration") of the Condominium, resorted in New York County, New York or the By-Laws' (as the same may be amended from time to time, the "By-Laws") of the Condominium.

Purchase Price

 (a) The purchase price, exclusive of dosing adjustments and costs referred to in argraphs 12 and 13 below ("Purchase Price") is \$3,600,000.00, payable as follows:
 (i) \$525,000.00 ("Downpeyment!") on the signing of this Agreement by check subject to illection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to contract in the secrow pursuant to

collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 5, and (i) \$2,976,000.00, constituting the balance of the Purchase Price ('Balance'), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shell represent United States currency and be drawn on or issued by a bank or rust company authorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Excrow Agent (as herninefter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion (thereof in "Immediately available funds" (i.e. by wise transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Livingston & Cholet LLP, as Ecrow Agent" or (as to the balance) or "35 West 52" Street Owner LLC" or such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payee; they may not be endorsed.

1

Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Changes, the projected real estate taxes to be paid by Purchasers, or Schedule 8 "Budget for the First Year of Condominium Operation"). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser Price or dain or right of action against Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitalizerally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) nor change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents threate in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any Inconsistency or conflict between the provisions of the Plan is affected and induse contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full opportunity to examine all documents and investigates all statements made herein and in the Plan.

4. Personal Property (a) At closing, the Unit will contain only those appliances, countertops, cabinets, flooring, sinks, vanilise (if any), air conditioning units (if any), hardware and other flatures and equipment installed therein as set forth in the Plan.

sinks, vanities (if any), air conditioning units (if any), hardware and other lixtures and equipment installed therein as set forth in the Plan.

Sponeor has the right to substitute other appliances, countertops, cabinete, sinks, vanities, flooring and futures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being seld unturnished, without window blinds or shades. Furniture, floor coverings, well coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale oxcept to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any floor plans or structures.

(c) Sales model partiments may, at Sponsor's option, be sold furnished at a letter date but will initially be withheld from sale.

(d) Those will be no modifications or extres unless agreed to in writing by the parties. All modifications and alternations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement for by separates agreement between Sponsor and Purchaser).

6. Purchase Monies to be Held in Trust
(a) The lew firm of Rosen Livingston & Choist LLP, with an address at 275 Madison Avenue, New York, NY 10016, telephone number 212 687 7770, shall serve as escrow agent ("Escrow Agent") for Sponeor and Purchaser. Escrow Agent has designated the following attorneys to serve as signalories: Motton H Rosen, Peter I. Livingston, Mary L. Kosmark, Bruce A. Choist. All designated signatories are admitted to practice law in the State of New York Neither the Escrow Agent nor any authorized signatories on the account see the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Eacrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Spontour has satisfactority performed those obligations stated in line Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agreement shall aurive the closing. However, nothing contained herein shall excuse Spontour from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in deregation of the rights of Purchaser under Article 23-A of the General Business Law, the Plan or the applicable Regulations issued by the Department of Lew.

General consulers carrians, and the second of the control of the Unit unless all of the prerequisities sel forth under Terms of Sale - Prerequisities to Closing of Title" in Part I of the Plan are met concurrently with, or prior to, desing.

2. Definitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52 ND Street, New York, New York

10018.

(b) "Closing Date", "closing", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchases under this Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to Purchaser of the deef transferring full ownership (see simple title) to the Unit on the terms set forth in this Agreement.

(c) "Condominium" shall mean The 135 West 52^{NO} Street Condominium.

(d) "Declaration" shall mean the Dackaration of the 135 West 52^{NO} Street Condominium establishing condominium ownership of the Property, as same may be amended from time to time.

time.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs this Agreement.

(g) "Property" shall mean the Building, the fand upon which it is erected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings secribed to them in the Plan.

3. Plan (a) Purchaser represents that Purchaser has possessed the Plan and any filled amendments thereto at least three (3) business days prior to submitting this Purchase Agreement; or (b) in the event Purchaser does not wish to wait three (3) business days) Purchaser has the right to rescind this Purchaser Agreement by sending written notice of his reactission to the Selling Agent they certified or registered mail, return receipt requested (and post-marked), or by personal delivery to the Selling Agent, which seven (7) days of submission of this Agreement (time being of the essence to exercise such right of rescission within such seven (7) day period).

period).

(c) Purchaser hereby edopts, accepts and approves the Plan (Including, without limitation, the Condominium Documents set forth in Pert II of the Plan and Parts A, B and C of the Exhibite submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by

of New York. The secrow account is entitled "[Purchaser's Name] Rosen Livingston & Cholst LLP Escrow Agent" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shell be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingsforh & Cholst LIV as Escarow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Eacrow Account, and released in accordance to the (erms of a written agreement between Purchaser and Sponsor,

The Interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to accrue upon pleating the Deposit into the Escrow Account. All Interest earned thereon shall be paid to a credited to the Purchaser at dosing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall beer all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponsor will be liable to Purchaser only for the emount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's service charge, is hereinafter referred to as "interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations bereunder and the transfer to Purchaser of tille to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all interest on montes deposited hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entifier month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be liable to Purchaser for the amount of such interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Soctions 352-e(2)(b) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lien Law.

6. Closing of Itile

(a) The closing of Itile

(b) The closing of Itile shall occur on the date and at the time and place in the City and State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days; prior written notice unless waived by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than ten (10) days prior written notice of the new scheduled date and time for closing. Purchaser shall be entitled to one (1) adjournment of the closing not to scoed five (6) days (the "Adjourned Closing Date"). The closing adjustments shated in section 12(e) shall not access unless Purchaser falls to close on such Adjourned Closing Date.

(b) The closing of title shall occur only after or concurrently with compliance with the prerequisites sel forth under Terms of Sale Prerequisites to Closing of Title" in Part (of the Plan.

(ii) a mortgage recording tax in the following amount: (a) for Realdential Units, 2.05% of the face amount of a mortgage leas than \$500,000 for which mortgagor recoives a \$25 deduction, or 2.175% for a mortgage covering a Realdential Unite qual to \$500,000 00 or more, less \$25 and (b) for non-misitential Unite, 2.05% of the face amount of a mortgage less than \$500,000 or 2.80% for a mortgage covering a non-residential Unite qual to \$500,000 or more; (iii) if mortgage title insurance is required by Purchaseer's lender, an additional premium for mortgage loan.

(iv) if required by Purchaseer's lender, deposits for Common Charges, real estate taxes and assessments in an initial amount and in such morthly sums after closing as required by the lender (the amount of which morthly deposits may be changed periodically by the lender). The amount to be initially amount and in such morthly sums morthly sums thereafter psyable cannot now be determined and will deposit may be changed periodically by the lender). The amount to be initially deposited at closing and the amount of the morthly sums thereafter psyable cannot now be determined and will deposed upon the pocices of the lender, the number of morths remaining between the closing of tills and the date upon which the taxes and other charges or impositions next drue are to be paid and the lender's estimate of the amount of the taxes and other charges or impositions the appealses required to be paid to, or on behalf of, such lender (which costs and expenses may include the fees of such lender's counsel), in amounts to be datermined by the lender. Sponsor makes no representation or warranty as to the nature to amounts of the closing costs and/or the expenses to be paid in connection with such linearcing, and it is recommended that Purchaser consul with a representation or warranty as to the nature to amounts of the closing costs and/or the expenses to be paid in connection with such linearcing, and it is recommended that Purchaser consul with a representative of his lender

reserver.

(vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees

Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing;

(wii)Purchaser will pay to Rosen Livingston & Cholst LLP, Sponsor's counsel, a fee of \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Attorney, additional closing documents and for coordinating and attending the closing;

(viii) If Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Cholst LLP, then the closing will be held at the office of Purchaser's lender or such lender's counsel on condition that the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholst LLP, in addition to said closing fee set forth above, a travel fee of \$500 if the closing is held in Manhattan or \$700 if the closing is held in another borough, if the closing attended by a representative of Rosen Livingston & Cholst LLP is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP is additional travel and attendance fee in the same amount as stated above for each attendence;

(viii) if Purchaser is other than a natural person, Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen. Livingston & Cholst LLP a fee of \$500 for preparation of such Guaranty;

Guarenty;
(ix) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Porchaser can avoid paying mortgage tax, Purchaser shall pay Rosen Livingston & Choist LLP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and

of noninger documents; and
(d) Purchaser will pay the New York Stote Real Estate Transfer Tax (documentary stamps)
to be affixed to the deed, the New York City Real Property Transfer Tax and (if applicable) the
one (1%) percent Transpiro (lax';

(e) Purchaser will pay to 135 West 52nd Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.
All of the deformentioned costs, fees and charges are cumulative.
The payments described above shall be payable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners and Commercial Unit Owners at closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit for, if no representative to present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owner relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

16. Events of Default

(a) The following shall constitute "Events of Default" hereunder:

(b) Purchaser's fakure to pay the Balance on the Closing Dale designated by Sponsor pursuant to paragraph? herein or to timely pay the applicable Rosen Livingston & Cholat LLP closing fee or any applicable travel and attendance fee or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Cholat LLP pursuant to paragraphs 12 and 43 above: or

and 13 above; or

(ii) the dishonor or failure of collection of Purchaser's Down Payment check; or

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(iv) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute disoretion, to cencel this Purchase Agreement by giving Purchaser written notice of cancellation. If Sponsor elects to cancel, Purchaser shall have chirty (30) days from the giving notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not carred within such shirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have the right to relain, as and for liquidated damages, the Liquidated Surn. Any sums in excess thereof, together with any Interest thereon shall be returned to Purchaser after cancellation.

excess thereor, together wm any interest merson shall be returned to Promiser aimor cancellation.

Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment (a dishonored or falls of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel this Purchase Angreement and to (i) not allow Purchaser any grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have welved list right to sue Purchaser and to dishonored or uncollected check; or (ii) allow Purchaser thirty (30) days in which to make good Purchaser's Down Payment and if Purchaser falls to so do within such thirty (30) day period, to see Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to reimburse Sponsor for all filligation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and dischanged of all further liability and obligations hereunder and under the Plan. Thereafter, the

Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

Unit may be sold to another as though this Agreement had never been made, and window accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Cesualty

(a) Purchaser shall not be entitled to possession of the Unit not to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser at closing.

(b) All other risk of loss prior to design has been assumed by Sponsor, but without any obligation or leiphility of Sponsor to repair the damage or restore the Unit or this contents. If Sponsor are the Unit or one and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit eighest, or abatement in, the Purchaser Price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (f) the Unit has been substantially repaired as near as is reasonably possible to its condition immediately prior to the causality, (f) its essential services (quett as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored; and heat) condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record, other than those that are the obligations of Purchaser to curre or that are caused by the act or creission of Purchaser, its licensees, invitees and/or warkers. (Sponsor will endeavor in good faith, and with reasonable diligence, to remove or cause to be removed or such as a condition of any claim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominium Board or of other Unit Owners). If south proceeds are paid to Purchaser, Purchaser shall promptly turn them over to Sponsor quant request. The provisions of the three proceding sentences shall survive the closing.

(c) In the event that Sponsor notifies Purchaser that it does

17. Inspection of Unit.

At least len (10) days before the Belance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an eppointment with the Sponsor or the Selling Agent to inspect the Unit before the lapse of such lien (10) day police. Purchaser or his duty authorized agent shall attend such inspection and shall complete, date and sign the Inspection Report (in the form set of lorth as Exhibit B to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the Inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ton (10) days of receipt of said notice or to so sign and deliver time completed inspection Report shall not excuse Purchaser from pering the Balance when due (without provision for excreay) and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled 'Rights and Obligations of the Sponsor'.

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any lawfur purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

closing of sitie.

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any armitieur's plans, sales plans, furnishings and indures contained in model units, selling brochures, advartisements, representations, warranties, statements or estimates of any nature whatsoever, whether writer or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Bullding or the Unit, or the size or the dimensions of the Unit or the rooms or closes therein contained or any other physical cheracteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, to right to any income tax deduction for any roal estate taxes or mortgage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented horsen or in the Plan (Purchaser having relied on Purchaser's own examination and investigation thereof). No person has been authorized to make any representations behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser squees (a) to purchase the Unit without offset or any calim against, or tability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elementa, as shown on the floor plans and (b) that Purchaser's shall not be relieved of any of Purchaser's abiligations hereunded by reason of any minor inaccuracy or error. The provisions of this paragraph shall suvive the closing of title.

19. Negotiable Terms

Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more feworable purchase lerm given to enother purchaser and will not have the right to rescend this Purchase Agreement or recover his Down Payment or any other amount of not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for failure to obtain financing or to close by a specific date; the closing date and minimum notice required to schedule the closing; upgraded appliances, botunes or equipment or other eiterations, improvements or additions to be performed by and at the expense of Sponsor, excusting a purchaser from closing costs and/or perhatise for closing late; longer time periods to pay or periom obligations under the Purchase Agreement, elimination of 'time of the essence' provisions price or common charge rebates; assumption or payment of or quarantee of, common charges for a given period. Sponsor linancing (provided an amendment to the Plan containing the terms thereof is duly filedy; allowances or credits against the purchase price for deconations; to install appliances or fistures and granting to Purchaser the benefit of any one or more favorable terms offered or given to another purchaser.

20. Notices

Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cencellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureaut, 120 Broackway, 23° Floor, New York, N.Y. 10271. Resclasion shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in econdrance with the New York State Department of Law's regulations concerning Deposits and regulate notice was timely mailed to the Purchaser.

- H. All Deposits, except for advances made for upgrades, extres, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be coningled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- i. Under no circumstances shall Sponsor seek of accept release of the Deposit of a defolking Purchaser until after consummation of the Plan, as avidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not releve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.
 - The Escrow Agent shall release the Deposit if so directed:
- (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of title to the Unit; or
 - (b) in a subsequent writing signed by both Sponsor and Purchaser, or
 - (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the explanation of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing from of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the [unit/outiding] is located and shall give written notice to both parties of such deposit.

The Sponeor shall not object to the release of the Deposit to:

(a) a Purchaser who limely rescinds in accordance with an offer of rescindined in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

17

This Apreement may be executed in one or more counterparts, each of which shall be emed an original, but all counterparts shall constitute one (1) leathumant. This Agreement by be executed by facsimite or .pdf and such shall be deemed originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

SPONSOR

135 WEST 52** STREET OWNER

(Puro)seer)
Date Accepted:
7123//4 3 Too.goc 3.04

(°Pte se initial on line and print or ame under line.)

Receipt of Offering Plan and Amendments of 3,00(A-M-)(P.M.) on July 14, 2014 , 200-; and

July 23

ABY,

PURCHASER

Wang Der

Initiale: GPC. Purchaser, Guogin Zhang

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and

K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to walve or Indemnify any obligation of the Escrow Agen Inciding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and Gill. §§ 362-e(2-b) and 352-b concerning escrow trust funds shall prevail over any conflicting or inconsisient provisions in the Purchase Agreement, Plan, or eny amendment thereto.

L. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

M. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-

b) and 352(h)

N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duffies under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

O. Sponsor agrees that it shall not Interfere with Escrow Agent's performance of its fludicary duffies and statutory obligations as sel forth in 6EL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement. Q. Prior to elease of the Deposit, secrow Agent's fees and distinumenches shall neither be paid by Sponsor from the Deposit and reducted from the Deposit position and submitted the production of the period of the production of the producti

Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

R. Sponsor agrees to defend, indemnify, and hold Econow Agent hambless from and against all custs, dalims, expenses and damages incurred in connection with or arising out of Econow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Econow Agent's dufies under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Econow Agent in bad fath or in willful disregard of the obligations set forth in this Purchase Agreement, or involving gross negligance of Econow Agent. This indemnify includes, without limitation, disbursaments and attorneys' fees either pelo to retain attomeys or representing the hourly billing rates with respect to legal services rendered by Econow Agent to itself.

18

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreeme may be executed by facaimile or .pdf and such shall be deemed originals. nt. This Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first

SPONSOR: 135 WEST 52ND STREET OWNER

David Bistricer, Principal By. Meyer Chetrit, Principal

Wang (Co-Pu

(Purchaser) Date Accepted:

(*Please initial on line and print or type name under the '

Receipt of Offering Plan and Amendments of 3.00(A.M.)(P.M.) on July 14, 2014 , 200-; and

ery of Purchase present and Check for own Perment at ___(A,M.)(P.M.) 62

Purchaser: Guoqin Zhang

fler ioittele:

ехнівіт с

TO PURCHASE AGREEMENT

APPLICATION TO PURCHASE

APPLICANT:

Last Name F	irst	Middle	Date of Birth	Social Security Number
Residence Address City, State, Zip Code	·)	Telephone No.	Years There	
Name and Address of City, State, Zip Code		t Landlord		Telephone No.
Previous Home Add (City, State, Zip Code				Years There
Employed By		Type of Business	Position	Years There
Address Dependents		Telephone No.	Department	No. of
				r separate maintenance income,

CO-APPLICANT:

Lesi Name Fi Number	rst Middle	Date of Birth	Social Security
Residence Address (City, State, Zip Code)	Telephone No.	Years There	
Name and Address of	Present Landland		Telephone No.
Previous Home Addre (City, State, Zip Code)			Years There
Employed By	Type of Busines	s Pasition	Years There
Address Dependents	Telephone No.	Department	No. of
55			

25

ALL APPLICANTS

Liabilities: List all debts, installment loans, contracts, charge accounts, mortgages and all other applications elsewhere. If none, state "None". (Attach statement, if needed). Name of Bank/ Address Payments Company List all judgments, suits, legal proceedings against you. (Attach statement giving all details). If none, state "None".

Assets - Bank Accounts			
Type Amount Name of Bank	Address	Account	No.
Securities (Describe)	Real Estate (Describe):	Marke	t Value
Market Value \$			
Other Assets (Describe): Coverage		Life	lasurance
(I) (We) certify that the information (I) (We) authorize 135 West 52 nd Elliman to check (my) (our) cred experience with any loan it grants (r Street Owner LLC.	Street Owner LLC and/or its pa	nners and/or Prud persons and cre	ential Douglas di: bureaus its

26

Signature of Applicant

Signature of Co-Applicant

If 135 West 52rd Street Owner LLC and/or any of its partners and/or Prudential Douglas Elliman obtains a credit report for your loan application, or any undates, renewals, or extensions of any credit report then, upon written request, 135 West 52rd Street Owner LLC and/or Prudential Douglas Elliman will give you the name and address of the agency furnishing the report.

Dated:_____, 20___

All Applicants Please Note:

All self employed applicants must, if requested, submit a signed copy of their most recent federal income tax return.

PURCHASE AGREEMENT

AGREEMENT made as of March 2.3., 2015 between 135 WEST 52^{to} STREET OWNER LLC, maintaining an office at 512 Seventh Avenue, New York, New York 10018 ("Sponsor"), and Melody Zui Tao residing at do Tan and Associates, 110 East 58" Street, #3200, New York, New York 10022 ("Purchase").

Purchaser's Attorney: Susan Tan, Esq. Address: Tarr and Associates

110 East 59th Street #3200 New York, NY 10022

Telephone; (212) 539 6188 Fax: (868) 306 8666 Email: susan.tan@ncny-law.com

Percentage of Common Interest: 0.8900 % Common Charges: \$1,521.88 per month

Residential Percentage of Common Interest: 0,9122%

Selling Agent: Douglas Elliman (Janice Chang Team)

Real Estate Taxes: \$2,130.36 per month; B.I.D. Tax: \$19.09 per month;

Neal Evisite 18Xes: 34,19X-50 per monnt; BLD, 18X, 518-XP per monnt; Copposer agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 31A ("Unit") in the building ("Buliding") known as 135 WEST 52" STREET. New York (Now York 10X) together with a 0.6900% undivided interest in the Common Elements appurenant thereto, all upon end subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominum Ownership (as the same may be amended from time to fire, the "Declaration") of the Condominum, recorded in New York County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominum.

1. Purchase Price

(a) The purchase price, exclusive of closing adjustments and costs referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$3,575,000.00, payable as follows:

(i) \$536,250.00 ("Downpayment") on the signing of this Agreement by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrew pursuant to

collection, the receipt of which is hereby acknowledged, to be freel if "Estatow putching appropriate" (ii) \$3,038,750.00, constituting the balance of the Purchase Price ("Balance"), by certified check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or frust company authorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Balance or any portion thercof in "immediately available funds" (i.e. by wire transfer to a bank account designated by Sponsor).

(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Lidingston & Cholst LLP, as Escrow Agent" or (as to the Balance) to "135 Wast 52" Street Owner LLC" or

(c) Purchaser hereby adopts, accepts and approvas the Plan (including, without limitation, the Condominium Documents set forth in Part II of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filled by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Changes, the projected real estate taxes to be paid by Purchaser Schedule B "Budget for the First Year of Condominium Operation". Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendment ments shall neither excuse Purchaser for performing Purchaser's or claim or right of action against Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitaterally cancel this Agreement except as herein provided (such as in the case of an unucured delaut by Purchaser) for change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser acknowledges having had full apportunity to examine all documents and investigated all statements made herein and in the Plan.

investigate all statements made herein and in the Pran.

4. Personal Property
(a) At dosing, the Unit will contain only those appliances, counterlops, cabinets, flooring, sinks, vanities (if any), air conditioning units (if any), herdware and other fixtures and equipment installed therein as set forth in the Plan.

Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, flooring and fixtures in place of those referred to in the Plan provided only that the substitutions are of equal or better quality and design.

(b) The Unit is being sold unfurnished, without window blinds or shades. Furniture, floor coverings, well coverings, humishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale except to the extent set forth in the Plan. Any floor plans or sketches shown to Purchaser (including those contained in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not relying thereon. Sponsor shall not be liable for minor variations from any floor plans or structures.

(c) Sales model apartments may, at Sponsor's option, be sold furnished at a later date but will initially be withheld from sale.

(d) There will be no modifications or extras unless agreed to in writing by the parties. All modifications and alterations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or by separate agreement between Sponsor and Purchaser).

6. Purchase Montes to be Held In Trust.
(a) The law firm of Rosen Livingston & Choist LLP, with an eddress et 276 Medison Avenue, New York, NY 10016, Leiphone number 212 697 7770, shell serve as escruw agent Cescrow Agent') for Sponsor and Purchaser. Escrow Agent has designated the following attomays to serve as signatories: Monten H Rosen, Peter I. Livingston, Mary L. Kosmerk, Bruce A. Choist. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor,

such payees as Sponsor may direct on not less than two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payee; they may not be endorsed.

(d) Purchaser's payment of the Belance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactority performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchaser under Article 23-A of the Central Business Law, the Plan or the applicable Regulations issued by the Department of Law.

Law.

(e) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisites set forth under Tierms of Sale - Prerequisites to Closing of Title' in Part I of the Plan ere met concurrently with, or prior to, closing.

Definitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52^{NO} Street, New York, New York 10019.

10019. (b) "Closing Data", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchaser under this Purchase Agreement, including the payment to Sponsor of the Purchaser Price and the delivery to Purchaser of the deed transfering full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

(c) "Condominium" shall mean The 135 West 52¹⁰⁰ Street Condominium.

(d) "Declaration" shall mean the Occlaration of the 135 West 52¹⁰⁰ Street Condominium establishing condominium ownership of the Property, as seene may be amended from time to time.

time.

(e) "Depository" shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Offering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser signs the Agreement.

(g) "Property" shall mean the Bullding, the land upon which it is erected and all other improvements thereon more fully described in the Declaration.

(h) "Title Insurance Company" shall mean any reputable title insurance company licensed to do business in the State of New York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

rian
 (a) Purchaser represents that Purchaser has possessed the Plan and any filed endments benefit at least three (3) business days prior to submitting this Purchase

amendments thereto at least three (3) business days not be submitted into the Agreement, or (b) in the event Purchaser does not wish to wait three (3) business days) Purchaser has the right to reschot this Purchase Agreement by sending written notice of his rescission to the Selling Agent, within seven (7) days of submission of this Agreement delivery to the Selling Agent, within seven (7) days of submission of this Agreement (time being of the essence to exerctee such right of rescission within such seven (7) day

Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Purchaser's Name) Rosen Livingston & Cholet LIP Escrow Agent ("Escrow Account). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Eacrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to scorue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deduced from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared.

Sponsor will be liable to Purchaser only for the amount of Interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as sume may be reduced by the Depository's service charge, is hereinafter referred to as "Interest".

Upon the payment and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of title to the Unit, Sponsor will instruct the Depository to pay to Purchaser any and all Interest on monles deposited hereunder. It is possible that Purchaser may not receive Interest on the Down Payment for the entire month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be liable to Purchaser for the amount of such Interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agraement will be handled in accordance with Sections 352-e(2)(b) and 352-h of the New York General Business Law and with Section 71-a(3) of the New York Lian Law.

6. Closing of Title
(a) The closing of title shall occur on the date and at the time and place in the City and
State of New York as Sponsor shall designate to Purchaser on not less than thirty (30) days'
prior written notice (unless welved by Purchaser). Sponsor shall have the right, from time to
time, to adjourn such date and time for dosing on written notice to Purchaser. If the Closing is
edjourned by Sponsor, then Sponsor shall fix a new dete and time for closing and shall give
Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time
for closing.

13. Purchaser's Closing Costs
Al closing, Purchaser will pay certain costs in connection with the purchase of his Unit in addition to the legal fees of Purchaser's counset (if any) and the amount of any net credit in favor of Sponsor that may result from the closing apportionments described in the preceding panagraph. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date of the Plan and are subject to change without prior notice:

(a) If purchaser electric to obtain for this harmonic Purchaser electric to obtain for the purchaser electric to the purchaser electric

without prior notice:

(a) if Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the itile company for such insurance, which premium may vary depending upon the title insurance company and the amount of insurance requested. A lower combined rate may be available if tee and mortgage insurance are ordered simultaneously.

(b) Purchaser will pay a fee for recording the Unit Deed and the Unit Owner's Power of Alternare.

(b) Purchaser will pay a Ret in Teconing on Section 1997.

(c) If Purchaser obtains a mortgage loan, Purchaser will pay:
(d) a fee and service charge for recording the mortgage;
(e) a fee and service charge for recording the mortgage;
(e) a fee and service charge for less of the face amount of a mortgage less than \$500,000 for which mortgagor receives a \$25 deduction, or 2,179% for a mortgage covering a Residential Unit equal to \$500,000 of or more, less \$25 and (b) for non-residential Units, 2,03% of the face amount of a mortgage less than \$500,000 of 2,00% for a mortgage covering a non-residential Unit equal to \$500,000 or more;
(ii) If mortgage title insurance in required by Purchaser's lender, an additional premium to insuring the mortgages's interest in an amount equal to the principal amount under the mortgage loan.

insuring the mortgagee's interest in an amount equal to the principal amount under the mortgage loan.

(M) if required by Purchaser's iender, deposits for Common Charges, reel estate taxes and sassesments in an initial amount and in euch monthly sums after closing as required by the lender (the amount of which monthly deposite may be changed periodically by the lender). The amount to be initially deposited at closing and the amount of the morthly sums thereafter payable cannot now be determined and will depend upon the policies of the lender, the number of months remaining between the closing of title and the date upon which the taxes and other charges or impositions next due are to be paid and the lender's estimate of the amount of the taxes and other charges or impositions then payable; and

(v) all other closing costs and expenses required to be paid to, or on behalf of, such lender (which posts and expenses may include the fees of such tender's counsel), in amounts to be determined by the lender. Sportsor makes no representation or warrardy as to the nature or emounts of the closing costs and/or the expenses to be paid in connection with such financing, and it is recommended that Purchaser consult with a representative of his tender with response.

thereto;

(vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (9) any other broker who has been engaged in writing by Sponsor, then Purchaser will be required to pay a commission to such broker unless Sponsor agrees extracted by the surface.

Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise In writing; (viji)Purchaser will pay to Rosen Livingston & Cholat LLP, Sponsor's counsel, a few \$2,000.00 for services rendered in connection with preparing the Unit Deed, Unit Owner's Power of Attorney, additional dosing documents and for coordinating and attending the closing; (viii) if Purchaser obtains financing and his lender refuses to close at the office of Rosen Livingston & Cholat LLP, then the closing will be held at the office of Purchaser's lender or such lender's counsel on condition that the closing is held in the City of New York and Purchaser pays Rosen Livingston & Cholat LLP, in addition to said closing fee set forth above, a travel fee of \$500.00 if the closing is held in Manhattan or \$700.00 if the closing is held in another berough. If the closing attended by a representative of Rosen Livingston & Cholat LLP

is adjourned through no fault of Sponsor, then Purchaser shall pay Rosen Livingston & Cholst LLP an additional travel and attendance fee in the same amount as stated above for each

attendance; (viii) If Purchaser is other than a natural person, Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Choist LLP a fee of \$500.00 for preparation of such

Furnisser will pay recisen Lympson a Chost LLT a ree of source of preparation of such assignment of such assignment arranges a partial assignment of mortgage from its construction lender so time? Purchaser can avoid paying mortgage tax. Purchaser shell pay Rosen Livingston & Cholst LLP a tee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and (d) Purchaser will pay the New York Stale Real Estate Transfer Tax (documentary stemps) to be affixed to the deed, the New York City Real Property Transfer Tax and (if applicable) the one (1%) percent "mansion tex";

(e) Purchaser will pay to "35 West 52rd Street Condominium an amount equal to two (2) months' Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the described above shell be payable at or prior to the Closing by Purchaser's unendorset, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association made psyable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners

At dosing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office or Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Retail Unit Owner and the Commercial Unit Owners relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

15. Events of Default

(a) The following shall constitute "Events of Default" hereunder:

(f) Purchaser's failure to pay the Balance on the Closing Date designated by Sponsor pursuant to paragraph 6 herein or to timely pay the applicable Rosen Livingston & Cholst LLP closing fee or any applicable travel and eterdance fee or any other closing costs, adjustments or expenses payable to Sponsor or Rosen Livingston & Cholst LLP pursuant to paragraphs 12.

and 13 above, or

(ii) the dishance or failure of collection of Purchaser's Down Payment check, or

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(b) Upon the occurrence of an Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cancel this Purchase Agreement by giving Purchaser written notice of cancellation. If Sponsor elects to cancel, Purchaser shall have hithly (30) days from the giving of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall

have the right to retain, as and for liquidated damages, the Downpayment. Any sums in excess thereof, together with any interest thereon shall be returned to Prochaser after cancellation. Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonored or falls of collection, Sponsor, et its option, may elect, by written notice to Purchaser to cancel this Purchase Argenement and to (i) not allow Purchaser any grace period in which to provide good funds for Purchaser's Down Payment, in which event Sponsor shall be deemed to have waived its right to see Purchasers on the dishonored or uncollected check; or (ii) allow Purchaser this to so de within such thirty (30) day period, to see Purchaser on the dishonored or uncollected check. In the latter case, Purchaser will also be liable to relimburse Sponsor for all tiligation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and interest thereon in accordance with the foregoing, Purchaser and Sponsor will be released and scharged or all further tilatify and obligations hereunder and under the Plan. Thereafar, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

unit may be soid to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Ceaualty
(a) Purchaser shall not be entitled to possession of the Unit not to store any of Purchaser's furniture or belongings therein until the deed is delivered to Purchaser at dosing.
(b) All other risk of loss prior to closing has been assumed by Sponsor, but without any obligation or liability of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor or the Unit Omers elect for repair or replace the loss or dramage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchaser price, and Sponsor shall be entitled to a reasonable period of time to complete or to permit the Condominium Board to complete such repairs or replacements. Purchaser shall not be required to pay the Balance unless and until (i) the Unit has proposed to the casualty? (ii) the examital services (such as gas, dectricity, and heat) immediately prior to the casualty? (ii) the examital services (such as gas, dectricity, and heat) and a reasonable means of ingress and egress to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the abligations of Purchaser to cure or that are caused by the act or omission of Purchaser, its licensees, invitees and/or workers. (Sponsor will endeavor in good failt, and with reasonable diligence, to remove or cause to be removed subsequent to closing all violations of record it is obligated to correct.) Any proceeds received from insurance, or in satisfaction of any claim or action in connection with such loss, shall belong entirely to Sponsor quality to the rights, if any, of the Condominium Beard or of other Unit Ownern). If such proceeds are paid to Purchase

17. Inspection of Unit

At least len (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or the Selling Agent to inspect the Unit before the lapse of such ten (10) day period. Purchaser or his duly authorized egent shall attend such inspection and shall complete, date and sign the inspection Report (in the form set orth as Esthitt B to this Agreement) and detiver same to the Sponsor or Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of necepit of sald notice or to so sign and deliver into completed inspection Report shall not excuse Purchaser from paying the Balance when due (without provision for escrew) at shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled 'Rights and Obligations of the Sponsor'.

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsold Residential Units, the Commercial Units and the Retail Unit may be used for any lewful purpose and (ii) the Condominium Board, and the Residential Unit Owners do not have any right to approve the use or any changes in the use of the Unsold Residential Units, the Commercial Units and the Retail Unit or any part thereof. This paragraph shall survive the

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architext's plans, sales plans, furnishings and fixtures contained in model units, selling brochures, advertisements, representations, warmaties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical candition of the Property, including, but not limited to, any relating to the description or physical plans or disease therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected rate estate taxes for the Unit, the right to any income tax deduction for any real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes for the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other information relative to his purchase of the Unit, except as may be specifically represented herein or in the Plan (Purchaser having relied on Purchaser's own examination and investigation thereof). No representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, es shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform substantially to such floor plans and (b) that Purchaser shall not be relieved of any of this perograph shell survive the closing of title.

19. Negotiable Terms

19. Negotiable Terms
Sponsor maserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more favorable purchase term given to enother purchaser and will not have the right to rescord this Purchase Agreement or recover his Down Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment, the right of a purchaser to cancel the Purchase Agreement and recover the Down Payment for failure to obtain financing or to close by a

work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.

- G. The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement adposal to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23° Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.
- H. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall cordinue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.
- Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, se evidenced by the acceptance of a post-dooing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §5 362-e(2-b) and 352-h.
 - The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Peragraph 5 upon closing of title to the Unit; or

- (b) in a subsequent writing signed by both Sponsor and Purchaser; or
- (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not lewer than hithy (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, that Deposit shall be melaseed and the Escrow Agent all provide further written notice to both parties informing them of sald release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within still thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (9) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit theory and the received and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely reschids in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

35 Transfer Taxes and Sponsor's Legal Fees

Notwithstanding the foregoing, Boonsor shall pay one half of Jis NYC Property Transfer Tax and the NY6 Real Property Transfer Tax; such payment shall succed \$12,821,86.

40, <u>Sponsor shali leave the floors of the Unit sanded and unfinished</u>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date lize

SPONSOR: 135 WEST 52ND STREET OWNER LLC PURCHASER: Markot By: Meyer Chelrit, Principal Co-Purchage Dávid Bistricer, Principal Date Accepted: 3/20/2015 (*Please initial on line and print or type name under line.) MET. haser acknowledges Receipt of Offering Plan and Amendments at 1 PM (A.M.)(P.M.) on Marker 1 2015; and Delivery of Purchase Agreement and Check for A.M.)(P.M.) on 3 23 23 2016

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(b) all Purchasers after an Amendment abandoning the Plan is accepted (or filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Eacrow Account to determine compliance with all applicable statutes and regulations.

K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely wind. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 392-h concerning secrow furst finds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

L. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

- control.

 M. A fiduciery relationable shall exist between Ecrow Agent and Purchaser, and Ecrow Agent acknowledges its fiduciary and stellutory obligations pursuant to GBL §§ 352-e(2-e)

Escrow Agent acknowledges its fiduciary and statistory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

N. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

O. Sponsor agrees that it shall not interfere with Escrow Agent's partormance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

P. Sponsor shall obtain or cause the setting agent under the Plan to obtain a completed and signed form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit, lescrow Agent's fees and distursements shall notified be paid by Spensor from the Deposit nor deducted from the Deposit by any financial institution under any immunistance.

circumstance.

R. Sponsor agrees to defend, indemnify, and hold Escraw Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escraw Agent's responsibilities atising in connection with this Purchase Agreement or the performance or non-performance of Escraw Agent's duties under this Purchase Agreement or except with respect to actions or omissions taken or suffered by Escraw Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving grown engligence of Escraw Agent. This indemnity includes, without limitation, distursements and automeys' fees either path to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escraw Agent to itself.

38. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facsimite or .pdf and such shall be deemed originals.

18

38. Transfer Taxes and Sportsor's Legal Fees

Netwithstanding the forenoine, Beenser shall pay or Preperty, Transfer Tax and the NYS Real Property Transfer Tor extend \$27,521.58.

40, <u>Sponsor, shall leave the floors of the Unit canded and unfinished.</u>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date that

SPONSOR: 135 WEST 52^{NO} STREET OWNER LLC David Blatticer, Principal

Co-Pure

(Purchaser) Date Accepted; 2015 (*Picate initial on this and print or type name under line.)

Purchaser acknowledges:
Requipt of Offering Plan and
Amendments at 1 Pm (A.M.(P.M.)
on 1 2015; and

VIII.

Payment at 18 (AM)(P.M.) γM

	Item	Exceptions (if any)	Purchaser's Initials
	(m)	Bathroom sinks:	
	(n)	Water closet:	
	(0)	Bathfubs:	
	(p)	Bathroom tile:	
	(p)	Hardware:	
		(doorbell, doorknob, faucets, locks,	
	(r)	Intercom:	
2.	Gen	eral Operating Condition:	
	(a)	All Doors:	
	(b)	All Windows:	
	(c)	All Plumbing:	
	(d)	All Hardware:	
	(e)	Other:	

(e) Uner:

The undersigned will styn and deliver to you a separate statement signifying my (our) satisfaction with sech item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, adjustments or corrections to the Unit or any portion thereof or its fautures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above end your obligation regarding eny such excepted items shall cease upon the completion of the repair, adjustment or correction of same. Nothing contained herein shall be constitued to excess Sponsor from its obligations to correct defects in construction or design to the extent required in the section entitled "Rights and Obligations of Sponsor contained in the Offering Plan for Condominium Ownership of the 155 West 52" Street Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an escrew) and accept title to the Unit on the closing date notwithstanding the presence of any exceptions.

Purchaser's Signature

Agreed To:
135 West 52rd Street Owner
LLC

Purchaser's Signature

By:______

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PURCHASE AGREEMENT

AGREEMENT made as of February 21, 2015 between 135 WEST 52^{MB} STREET OWNER LLC, maintaining an office at 512 Sevanth Averue, New York, New York 10018 ("Sponsor"), and Julis Yeh residing at Apartment 47A, Tower 3, 23 Tai Hang Drive, Hong Kong, China ("Purchaser").

Purchaser's Attorney: Sherry L. Chu, Esq.

Address: Chu Law Firm, PLLC

39-07 Prince Street, Sulle 5D

Flushing, New York 11354

Telephone: (718) 939 7600 Fax: (718) 939 4954

Percentage of Common Interest: 0.6100% Common Charges: \$1,316.81 per month

Residential Percentage of Common Interest: 0.7893%

Selling Agent; Douglas Elliman (The De Niro Team)

Co-Broker: Clil Habitats (Joe Lui)

Real Estate Taxes: \$1,843.29 per month; B.I.D. Tax: \$16.87 per month;

Real Estate Taxas: \$1,843.29 per month; B.I.D. Tax: \$16.87 per month; Sponsor agrees to sell and convey, and Purchaser agrees to purchase, Unit No. 31B ("Unit") in the building ("Building") known as 135 WEST 52³⁰ STREET Condominium ("Condominium") and located at 135 WEST 52³⁰ STREET, New York, New York 10019, together with a 0.6100%, undivided interest in the Common Elements appurtament thereto, all upon and subject to the terms and conditions sel forth harein. The Unit shall be as designated in the Dectaration of Condominium Ownership (as the same may be amended from time to time, the "Dectaration") of the Condominium, recorded in New York County, New York or the By-Laws (as the same may be amended from time to

1. Purchase Price
(i) The purchase Price, exclusive of closing adjustments and coats referred to in Paragraphs 12 and 13 below ("Purchase Price") is \$3,095,000,00, payable as follows:
(i) \$464,250.00 ("Downpayment") on the signing of this Agreement by check subject to cilcution, the receipt of which is hereby acknowledged, to be held in secrow pursuant to peragraph 5; and
(ii) \$2,530,750.00, constituting the belance of the Purchase Price ("Balance"), by conflided check of Purchaser or official bank check (except as otherwise provided in this Agreement) on the delivery of the deed as hereinsfler provided.
(b) All checks in payment of the Purchase Price shall represent United States currency and be drewn on or issued by a bank or furst company authorized to accept deposits in New York State. All checks in payment of the Dwnpayment shall be payable to the order of Escrow Agent (as hereinsfler defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Sponsor (or as Sponsor otherwise directs. Sponsor reserves the right to require Purchaser to pay the Belance or any portion thereof in "immediately available funds" (i.e. by wire bransfer to a bank account designated by Sponsor).
(c) All checks shall be unendorsed, made payable to the direct order of "Rosen Livingston & Cholst LLP, as Escrow Agent" or (as to the Balance) to "135 West 52.00" Street Owner LLCC" or

(c) Purchaser hereby adopts, accepts and approves the Plan (including, without limitellon, the Condominium Occuments set forth in Part I) of the Plan and Parts A and B of the Exhibits submitted with the Plan to the Department of Law) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate laxes to be paid by Purchaser, Schedule B Partidgel for the First Year of Condomitum Operation*). Except in the case of a material adverse amendment affecting Purchaser's Unit or as otherwise provided under the Plan, any such amendments shall neither excuse Purchaser from performing Purchaser's obligations herounder nor entitle Purchaser for any offset or credit against the Purchase Price or claim or right of action against Sponsor, and any such amendment may be filed by Sponsor without Purchaser's consent or approval. However, Sponsor shall not have the right to unitaterally cancel this Agreement except as herein provided (such as in the case of an uncured default by Purchaser) no change the Purchase Price or payment terms contained in this Agreement, unless Purchaser consents thereto in writing.

(d) The Plan is hereby incorporated to in this Agreement with the same force and effect as if set forth at length. In the event of any inconsistency or conflict between the provisions of the Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. Purchaser exknowledges having hed full opportunity to examine all documents and investigate all statements made herein and in the Plan.

Investigate all statements made norain and in the Plan.

4. Personal Property
(a) At dosing, the Unit will contain only those appliances, counterlops, cabinels, flooring, sinks, variities (if any), sir conditioning units (if any), hardware and other fixtures and equipment installed therein as sat forth in the Plan.

Sponsor has the right to substitute other appliances, counterlops, cabinels, sinks, vanities, stocking and fixtures in place of those reterred to in the Plan provided only that the cubstitutions are of equal or better quetility and design.

(b) The Unit is being sold unfumished, without window blinds or shades. Furniture, floor coverings, well coverings, trunishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sate except to the adent set forth in being and provided only the secondarial in the Plan) are only approximations of the Unit's dimensions and arrangement and Purchaser acknowledges and agrees that he is not nellying thereon. Sponsor shall not be liable for minor varietions from any floor plans or structures.

(c) Sales model apartments may, at Sponsor's option, be sold furnished et a fater date but will initially be withhold from sale.

(d) There will be no modifications or extree unless egreed to in writing by the parties. All modifications and elerations must be approved by Sponsor in writing and, if approved, shall be performed by Sponsor at Purchaser's expense (payable in the manner to be set forth in an edidendum to this Agreement or by separate agreement between Sponsor and Purchaser).

5. Purchase Monine to be Held in Trust (a) The law firm of Rosen Livingston & Cholst LLP, with an address at 275 Madison Avenue, New York, NY 18016, telephone number 212 687 7770, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated fine following attorneys to serve as signatories: Morton H Rosen, Pater I, Livingson, Mery L. Kosmerk, Bruza A. Cholst. Ald designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor,

such payees as Sponsor may direct on not less then two (2) business days' prior oral or written notice to Purchaser. All checks shall be drawn on a bank' that is a member of the New York Clearing House Association. All checks must be payable directly to the order of the required payes; they may not be endorsed.

(d) Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactority performed those obligations stated in the Pten and this Agreement to be performed by Sponsor prior to closing and, unless otherwise set forth herein, none of the provisions of this Agreement shall survive the closing. However, nothing contained herein shall excuse Sponsor from performing those obligations (if any) appressly stated herein or in the Pian to be performed subsequent to the closing, and nothing herein shall be in derogalion of the rights of Purchaser under Article 23-A of the General Business Lew, the Pian or the applicable Regulations issued by the Department of Lew.

Law.

(e) Purchaser is not required to pay the Balance or accept title to the Unit unless all of the prerequisites set forth under "Terms of Sale - Prerequisites to Closing of Title" in Part i of the Plan are met concurrently with, or prior to, closing.

2. Definitions The following terms shall have the meanings ascribed to them:

(a) "Building" shall mean the building located at 135 West 52^{NO} Street, New York, New York

10019.

(b) 'Closing Date', "closing', "closing of (tite' and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and Purchases synonymously and mean the settlement of the partners of the Purchases Price and the delivery to Purchases of the deed transfaming full ownership (see simple tille) to the Unit on the demis sat forth in this Agreement.

(a) "Condominium" shall mean the 135 Wesl 52³⁰ Street Condominium.

(d) "Declaration" shall mean the Declaration of the 135 Wesl 52³⁰ Street Condominium establishing condominium ownership of the Property, as seame may be amended from time to the condominium ownership of the Property, as seame may be amended from time to the condominium ownership of the Property, as seame may be amended from time to the condominium ownership of the Property, as seame may be amended from time to

establishing condominium ownership of the Property, as senter may be americal features (see (e.g., p. 1964). The position of shall mean Signature Bank, 300 Park Avenue, New York, New York 10022.

(f) "Plan" shall mean the Olifering Plan for Condominium Ownership of the Property and any amendments thereto filed prior to the date upon which Purchaser eigns this Agreement.

(g) "Property" shall mean the Buiking, the land upon which it is erecited and ell other improvements thereon more fully described in the Doctoration.

(h) "Tille Insurance Company" shall mean any reputable title insurance company fiscal mean any reputable title insurance company fiscal edid business in the State of New York.

All other terms not defined desawhere herein shall have the meanings ascribed to them in

do business in the State or new York.

All other terms not defined elsewhere herein shall have the meanings ascribed to them in the Plan.

Yilan
 Purchaser represents that Purchaser has possessed the Plan and any filed amendments thereto at least three (3) business days prior to submitting bits Purchase

amendments thereto at least three (3) business days prior to submitting this Purchase Agreement; or (b) in the event Purchaser does not wish to wait three (3) business days) Purchaser has the right to rescind this Purchase Agreement by sending written notice of his rescission to the sight to rescind by certified or registered mel, return receipt requested (and post-marked), or by personal delivery to the Selling Agent, within seven (7) days of automission of this Agreement (time being of the essence to exercise such right of rescission within such seven (7) day period).

Salling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of

(b) The Escrow Agent has established the escrow account at Signature Bank, located at 300 Park Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "[Purchaser's Name] Rosen Livingston & Choist LLP Escrow Agent" ("Escrow Account is federally insured by the PDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be

All Deposits received by Purchaser shall be in the form of checks, money orders, who transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Rosen Livingston & Cholst LLP as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponeor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.2%. Interest shall begin to accuse upon placing the Deposit into the Escrow Account. All interest earned thereon shall be pied to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account. The Escrow Agreement appended hereto as Exhibit "A."

The Down Payment will not earn interest until the Purchaser's check has been deposited and cleared. Sponeor will be liable to Purchaser only for the amount of interest actually received from the Depository (which interest may be reduced by the Depository's service charge). The interest on the Down Payment, as same may be reduced by the Depository's arge, is hereinaller referred to as "interest".

Upon the payment and porformance by Purcheser of all of Purchaser's obligations herounder and the transfer to Purchaser of Illie to the Unit, Sponsor will instruct the Depocitory to pay to Purchaser sary and all interest on morisine depocited hereunder. It is possible that Purchaser may not receive interest on the Down Payment for the entities month in which the closing is scheduled to occur. The Sponsor and Selling Agent will not be liable to Purchaser for the entitle of such Interest or the payment thereof, except for any amount received from the Depository. All funds due to Sponsor and received under this Purchase Agreement will be handled in accordance with Sections 352-(2)(b) and 352-h of the New York General Business Lew and with Section 71-a(3) of the New York Lien Law.

6. Closing of Title
(a) The closing of title shall occur on the date and at the time and place in the City and State of New York as Sponton shall designate to Purchaser on not less than thirty (30) days' prior written notice (unless waived by Purchaser). Sponsor shall have the right, from time to time, to adjourn such date and time for closing on written notice to Purchaser. If the Closing is adjourned by Sponsor, then Sponsor shall fix a new date and time for closing and shall give Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time.

- (a) If Purchasar elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which premium may vary depending upon the title insurance company and the amount of insurance requested. A lower combined rate may be available if see and mortgage insurance are ordered simultaneously.

 (b) Purchaser will pay a fee for recording the Unit Doed and the Unit Owner's Power of

(b) Purchaser will pay a fee for recording use our over a second pay.

(c) If Purchaser will pay:

(d) If Purchaser obtains a mortgage loan, Purchaser will pay:

(i) a fee and service charge for recording the mortgage;

(ii) a mortgage recording tax in the following amount:

(a) for Residential Units, 2.05% of the face amount of a mortgage less than \$500,000 for which mortgager receives a \$25 deduction, or 2.175% for a mortgage covering a Residential Unit equal to \$500,000.00 or more, less \$25 and (b) for non-residential Units, 2.05% of the face amount of a mortgage less than \$500,000 or 2.80% for a mortgage covering a non-residential Unit equal to \$500,000 or more,

(iii) If mortgage title insurance is required by Purchaser's lender, an additional premium for insuring the mortgagee's interest in an amount equal to the principal amount under the mortgage loan.

months principle on months and send of the principal amount under the mortigage loan.

(w) if required by Purohasar's isnider, deposite for Common Charges, real estate taxes and assessments in an initial amount and in such monthly surms after closing as required by the lender (the amount of which monthly deposits may be changed periodically by the lender). The amount to be initially deposited at closing and the amount of the monthly sums thereafter payable cannot now be determined and will depend upon the poticise of the lender, the number of months remaining between the closing of tille and the date upon which the taxes and other charges or impositions next due are to be paid and the lander's estimate of the amount of the taxes and other charges or impositions then payable; and

(v) all other closing costs and expenses required to be paid to, or on behalf of, such tender (which costs and expenses may include the fees of such tender's counsel), in amounts to be determined by the lender. Sponsor makes no representation or warrantly as to the neture or amounts of the closing costs and/or the expenses to be paid in convection with such financing, and it is recommended the Purchaser consult with a representative of his tender with respect thereto;

(vi) if, in connection with this nurchase. Purchaser has destinated.

thereto; (vi) if, in connection with this purchase, Purchaser has dealt with any broker except (A) the Selling Agent or (B) any other broker who has been engaged in writing by Sponsor, than Purchaser will be required to pay a commission to such broker unless Sponsor agrees

otherwise in writing:

Otherwise writing writ

attendence;
(viii) If Purchaser is other than a natural person, Purchaser will be required to provide a personal guaranty of Common Charges and other charges due to the Condominium and Purchaser will pay Rosen Livingston & Cholst LLP a fee of \$500.00 for preparation of such Guaranty;

Purchaser falls to so do within such thirty (30) day period, to sue Purchaser on the dishonored or uncollected check. In the fatter case, Purchaser will also be fable to reimburse Sponsor for all illigation costs and other costs of collection.

Upon cancellation of this Agreement and disposing of the Down Payment and Interest thereon in eccordance with the foregoing, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

On they be soon another as along in by special and never been state, and window accounting to Purchaser for the proceeds of such sale.

16. Risk of Loss; Casualty
(a) Purchaser shall not be entitled to possession of the Unit nor to store any of Purchaser's furniture or belongings therein until the dead is delivered to Purchaser at dosing.

(b) All other risk of loss prior to closing has been assumed by Spoasor, but without any obligation or fieldlifty of Sponsor to repair the damage or restore the Unit or its contents. If Sponsor or the Unit Cowners effect to repair or replace the loss or damage, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject like to the Unit or to receive a credit against, or abetement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of three to complete or to permit the Condeminum Board to complete such repairs or replacements. Purchaser shall not be required to pay the Belance unless and until (b) the Unit has been substantially repaired as near as it reasonable postable to list condition immediately prior to the casualty; (ii) its assential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored; and (iii) any condition in the Unit for which a violation (if any) is noted or issued has been corrected (even if same is not yet removed of record), other than those that are the obligations of Purchaser. Is for some of the processor and the proceeds received from insurance, or in satisfaction of any delim or action in connection with such loss, shall belong entirely to Sponsor (subject to the rights, if any, of the Condominitum Board or of other Unit Owners). If such proceeds are paid to Purchaser, Purchaser shall purchaser, but meters of the two preceding sentences shall survive the closing.

(c) In the event that 55 pronsor notifies to Sponsor report evened. The provisions of the two preceding sentences shall survive the closing.

(c) In the event

17. Inspection of Unit.
All least ten (10) days before the Balance is to be paid, Sponsor or the Selling Agent shall notify Purchaser that the Unit is medy for inspection. Upon receipt of the notice, Purchaser state promptly arrange an appointment with the Sponsor or the Selling Agent to inspect the Unit before the tapps of such ten (10) day pathot. Purchaser or his duty authorized agent shall stelled such inspection and shell complete, date and sign the inspection part and complete, date and sign the inspection are Selling form set forth as Exhibit 8 to this Agreement) and deliver same to the Sponsor or Selling Agent at the conclusion of the Inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within ten (10) days of receipt of said notice or to so sign and deliver the

11

(ix) if Sponsor arranges a partial assignment of mortgage from its construction lender so that Purchaser can avoid paying mortgage tex, Purchaser shall pay Rosen Livingsion & Cholst LLP a fee of \$1,000,00 for the preparation of the splitter, substitute mortgage and assignment

LIP a fee of \$1,000.00 for the preparation of the splitter, substitute mortgage and assignment of mortgage documents; and (d) Purchaser Sponsor will pay the New York State Real Estate Transfer Tax (documentary stamps) to be affixed to the deed and the New York City Real Property Transfer Tax, Purchaser will pay the one (1%) percent "mansion lax".

(e) Purchaser will pay the one of 1%) percent "mansion lax".

(e) Purchaser will pay to 135 West 52" Street Condominum an amount equal to two (2) months Common Charges for the Unit by Purchaser's good personal certified check or official cashier's or bank check as a contribution to the Working Capital Fund.

All of the oforementoned codes, fees and charges are cumulative.

The payments described above shell be psyable at or prior to the Closing by Purchaser's unendorsed, personal certified check or official cashier's or bank check drawn on a member bank of the New York Clearing House Association mede payable directly to the appropriate party, or if so directed by the Sponsor, by wire transfer.

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and

14. Power of Attorney to Condominium Board, Sponsor, Retail Unit Owner and Commercial Unit Owners are representative of the fille insurance company insuring Purchaser's Illie to the Unit (or, if no representative of the fille insurance company insuring Purchaser's Illie to the Unit (or, if no representative is present, then to Sponsor's attorney), for recording in the New York City Register's Office a Power of Attorney in favor of the Condominium Board relative to purchasing or leasing of Residential Units and in favor of Sponsor, the Relial Unit Owner and the Commercial Unit Owners relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. An originally recorded Power of Attorney shall be sent to the Condominium Board.

15. Events of Default

15. Events of Default

(a) The following shall concillule "Events of Default" hereunder:

(i) Purchaser's fellium to pay the Balance on the Cosing Date designated by Sponsor pursuant to paragraph 6 herein or to timely pay the applicable Rosen Livingston & Cholet LLP closing fee or any applicable ravel and ettendance fee or any other closing, editorial cosing costs, ediustriants or expenses payable to Sponsor or Rosen Livingston & Cholet LLP pursuant to paragraphs 12 and 13 above, or

(ii) the dishoner or failure of collection of Purchaser's Down Payment check; or

(iii) Purchaser's failure to pay, perform, or observe any of his other obligations hereunder.

(b) Upon the occurrence of en Event of Default, Sponsor shall be entitled, in its sole and absolute discretion, to cencel this Purchase Agreement by giving Purchaser written notice of cancellation. If Sponsor elects to cancel, Purchaser all have their (30) days from the glying of notice of cancellation to cure the specified default. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD. If the default is not cured within such thirty (30) day period, then this Agreement shall be deemed canceled and Sponsor shall have their gift to relate, as and for fliquidated demages, the Downpayment, Any sums in excess thereof, together with any Interest thereon shall be returned to Purchaser after cencellation.

Notwithstanding the foregoing, if Purchaser's check in payment of the Down Payment is dishonored or falls of collection, Sponsor, at its option, may elect, by written notice to Purchaser, to cancel which to provide good lumds for Purchaser's cown Payment, in which event Sponsor shall be deemed to have walved its right to sue Purchaser on the dishonored or uncollected check; or (iii) ellow Purchaser thirty (30) days in which to make good Purchaser's Down Payment and if

completed Inspection Report shall not excuse Purchaser from paying the Balance when due (without provision for escrow) and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of the Sponsor".

Except as otherwise set forth in the Declaration and By-Laws, Purchaser acknowledges that (i) the Unsofd Realdential Units, the Commercial Units and the Realdential Unit may be used for any lawful purpose and (ii) the Condominium Board, and the Realdential Unit Owners do not have any right to approve the use or any changes in the use of the Unsoid Residential Units, the Commercial Units and the Relatil Unit or any part thereof. This paragraph shall survive the

18. No Representations
Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, furnishings and fixtures contained in modal units, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatscover, whether written or oral, made by Sponsor, Selling Agent or others, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms or desert sherin contained or any other physical characteristics thereof, the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes for the Unit, the right to any income tex deduction for any real estate laxes or mortgage laterest paid by Purchaser, or any other Information relative to his purchase of the Unit, except as may be specifically represented horsin or in the Plan (Purchaser having relied on Purchaser's own examination and investigation thereof). No person has been authorized to make any representations on shall of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agmes (a) to purchase the Unit, without oriset or any exitement, or the Common Elements, as shown on the floor plans, is accurate or correct, provided the layouts and dimensions conform substantially to such floor plans and by liber Purchaser's obligations hereunder by reason of any minor inscoursey or error. The provisions of this paragraph shell survive the closing of the.

18 Nanniahle Terms

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19. Negotiable Terms

Sponsor reserves the right, in its sole and absolute discretion, to negotiate on an individual basis with each purchaser substantially more beneficial purchase terms than those offered or given to other purchasers. As a result, Purchaser may not benefit from a more (averable purchase) term given to enother purchaser and will not have the right to rescribe this Purchase Agreement or recover his Down Payment or any other amount for not being given such benefit. The following is a list of only some of the purchase terms which may be negotiated; purchase price; the amount of the Down Payment; the right of a purchaser to cancel the Purchase price; the amount of the Down Payment; the right of a purchaser to cancel the Purchase price; the amount of the Down Payment for failure to obtain financing or to close by a specific date; the dosing date and minimum notice required to schedule the closing, upgraded appliances, fixtures or equipment or other alterations, improvements or additions to be performed by and at the expense of Sponsor; accusing a purchaser from closing coats and/or penallies for closing late; longer time periods to pay or perform obligations under the Purchase Agreement; elimination of 'time of the essence' provisions; price or common charge robates; assumption of payment of, or guerantee of, common charges for a given period; Sponsor financing (govorided an amendrant to the Plan containing the terms thereof is duly filled); allowances or credits against the purchase price for decorations; to install appliances or fixtures

- H. All Deposits, except for advances made for upgrades, extres, or custom work reactived in connection with the Purchases Agreement, are and shall continue to be the Purchaser's money, and may not be connigled with any other money or pledged or hypothecoated by Sponsor, as per GBL § 352-h.
- I. Under no dircumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-docing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-4(2-b) and 352-h.
 - The Escrow Agent shall release the Deposit If so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 5 upon closing of tille to the Unit; or

(b) In a subsequent writing signed by both Sponsor and Purchaser, or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) days period, the Deposit shall be released and the Escrow Agent all provide further written notice from either party objecting to the release of the Deposit prior to the expiration of the thirty (30). The Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall entitle the paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall not the county where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who limely rescinds in accordance with an offer of resolution contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filling by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statules and regulations.

K. Any provision of the [Purchase Agreement/Escrow Agreement] or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or Indiamrity any obligation of the Eacrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistant provisions in the Purchase Agreement, Plan, or any amendment fibereto.

IN WITNESS WHEREOF, the part above written.	les have executed this Agreement ea of the date f
SPONSOR: 135 WEST 62 ^{MD} STREET OWNER LLC	PURCHASER:
By: Meyer Chetrit, Principal	Purchaker
By: David Bistricer, Principal	Co-Purchaner -
(Purchaser) Dele Acceptedr	:
("Please frills) on line and print or type name under line.)	
Purchaser acknowledges; Reastpt of Offering Plan and Amendments at	Initials: +tc Punchaser: TullE YEH
Delivery of Purchase Agreement and Check for Down Payment et (A.M.)(P.M.) on	Inflials; Co-Purchasen;
, kw	

- Escrow Agent shall maintain the Escrow Account under its direct supervision and
- M. A liduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 952-e(2-

- Excrow Agent acknowledges its fiduriary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

 N. Escrow Agent mey rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine end to have been signed or presented by the proper party or parties and shall have no flability or responsibility with respect to the form, execution, or validity thereof.

 O. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fluctiony duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

 P. Sponsor shall obtain or cause the selling agent under the Plan to obtain a compilated and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent togetter with the Deposit and this Purchase Agreement. O. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any directional controlled.
- circumstance. R. Sponsor agrees to defend, Indemnity, and hold Escrow Agent harmless from and against all coats, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities prising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or will be added to the sufference of the processor of the obligations set forth in this Purchase Agreement or Involving gross negligance of Escrow Agent. This indemnity includes, without limitation, distursements and attorney? Ges either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to lized?

38. Counterpart Signature Pages

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts shall constitute one (1) instrument. This Agreement may be executed by facatmile or .pdf and such shall be deemed originals.

(Signature page follows)

•
las haya executed this Agreement as of the dale (
PURCHASER:
Co-Purchaser
>
Iniliain, 160 Poichanon, Julius, VGH
Initiale:Co-Puruleson

	liem	Exceptions (If any)	Purchaser's Initials
	(m)	Balhroom sinks:	
	(n)	Water closet:	
	(o)	Bathlubs:	
	(p)	Bathroom tile:	
	(a)	Hardware:	
		(doorbell, doorknob, faucets, locks, elc.)	
	(r)	Intercorn:	
2.		eral Operating Condition:	
	(a)	All Doors:	
	(b)	All Windows:	
		All Plumbing:	-
		All Hardware:	
	(e)	Other:	

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfaction with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you half not be colligated to make any repairs, egitistments or corrections to the Unit or any portion thereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit of the undersigned, except as to those terms (if any) expressly excepted above and your obligation reparting any such excepted items shall cease upon the completion of the repair, edjustment or correction of same. Nothing contained harten hall be construed to excuse Sponsor from its obligations to correct defects in construction or design to the extent required in the scoling-relief of the State of the Christian of Sponsor contained intelled Rights and Obligations of Sponsor contained intelled Rights and Obligations of Sponsor contained in the Offering Plan for Condomitation Ownership of the 135 West 52° Sucret Condominium. The undersigned shall be required to complete the payment of the Purchase Price (without the provision for an ascrow) and accept title to the Unit on the closing date notwithstanding the presence of any exceptions.

Purchaser's Signature 135 West 52rd Street Owner LLC

Purchaser's Signature By: